

Panaji, 14th January, 2010 (Pausa 24, 1931)

SERIES II No. 42

OFFICIAL GAZETTE

GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 41 dated 7-1-2010 from pages 1067 to 1072 regarding Notifications from Department of Panchayati Raj and Community Development (Directorate of Panchayats).

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry & Veterinary Services

Order

No. 2/2/79-AH(Part file)/4118

Government is pleased to order the transfer of Dr. D. R. P. Menezes, Assistant Director presently posted at the Head Office, Panaji to the Veterinary Hospital, Tonca, Caranzalem against the vacant post of Assistant Director with immediate effect and in public interest.

Dr. D. R. P. Menezes shall draw salary against the Budget Head he is presently drawing.

By order and in the name of the Governor of Goa.

P. K. Patidar, Director (AH) & ex officio Joint Secretary.

Panaji, 1st January, 2010.

Order

No. 11-4-87/AH/(Part)/4119

Read: Order No. 11-4-87/AH(Part) 3946 dated 17-12-2009.

In partial modification of the order referred above Government is pleased to order that Dr. Mahadev Naik, Veterinary Officer presently posted

at Veterinary Hospital, Tonca, Caranzalem shall report to the Head Office, Patto, Panaji-Goa with immediate effect and in public interest.

Dr. Mahadev Naik shall draw salary against the Budget Head he is presently drawing.

By order and in the name of the Governor of Goa.

P. K. Patidar, Director (AH) & ex officio Joint Secretary.

Panaji, 1st January, 2010.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 50/3(76)/Elec/RGB/BOD/EC/RCS/2009/2692

Read: Letter No. BUCB/CO/1360/2009-10 dated 30-11-2009 from the Bicholim Urban Co-op. Bank Ltd., Bicholim-Goa, requesting therein to grant exemption from Section 69 of the Goa Co-operative Societies Act, 2001, in terms of Section 126 (A) of the said Act.

In exercise of the powers conferred by Section 126 (A) of the Goa Co-operative Societies Act, 2001, Government is pleased to exempt the Bicholim Urban Co-op. Bank Ltd., Bicholim-Goa from the provisions of Section 69 of the Goa Co-op. Societies Act, 2001, for the present term only.

By order and in the name of the Governor of Goa.

P. K. Patidar, Registrar of Co-op. Societies & ex officio Joint Secretary.

Panaji, 23rd December, 2009.

Order

No. 50/3(6)/RGB/Election/2008/2718

- Ref.: 1) Letter No. 1/2/Election/NZ/2008/2574 dated 14-12-2009 from the Asstt. Registrar of Co-op. Societies, North Zone, Mapusa-Goa, requesting therein to grant exemption from Section 69 of the Goa Co-operative Societies Act, 2001, in terms of Section 126 (A) of the Goa Co-op. Societies Act, 2001.
- 2) Order No. 50/3(6)RGB/R.G.B./Election/2008/1431 dated 20-08-2008 appointing therein the Asstt. Registrar of Co-op. Societies, North Zone, Mapusa as Asstt. Election Officer to conduct the election to the Representative General Body of The Vividha Urban Co-op. Credit Society Ltd., Navelim, Bicholim-Goa.

In exercise of the powers conferred by Section 126 (A) of the Goa Co-operative Societies Act, 2001, Government is pleased to exempt The Vividha Urban Co-op. Credit Society Ltd., Navelim, Bicholim-Goa from the provisions of Section 69 of the Goa Co-op. Societies Act, 2001, for the present term only.

On account of the society being exempted from provision of Section 69 of the said Act, the order referred to at Sr. No. 2 above is hereby stands vacated.

By order and in the name of the Governor of Goa.

P. K. Patidar, Registrar of Co-op. Societies & ex officio Joint Secretary.

Panaji, 29th December, 2009.

Order

No. 62-3-88(A)/TS/RCS

- Read: 1) Order No. 6/9/91-PER(Vol. II) dated 26th March, 2002 by Under Secretary (Personnel) Government of Goa.
- 2) Order No. 6/2/2002-PER dated 16th December, 2002 by Joint Secretary (Personnel) Government of Goa.
- 3) Order No. 62-3-88(A)/TS/RCS dated 30th January, 2003 from the Registrar of Co-op. Societies, Government of Goa.
- 4) Order No. 62-3-88(A)/TS/RCS dated 6th July, 2004 from the Registrar of Co-op. Societies, Government of Goa.

- 5) Order No. 62-3-88(A)/TS/RCS dated 3rd January, 2005 from the Registrar of Co-op. Societies, Government of Goa.
- 6) Order No. 62-3-88(A)/TS/RCS dated 13th January, 2006 from the Registrar of Co-op. Societies, Government of Goa.
- 7) Order No. 62-3-88(A)/TS/RCS dated 29th March, 2006 from the Registrar of Co-op. Societies, Government of Goa.
- 8) Order No. 62-3-88(A)/TS/RCS dated 8th January, 2007 from the Registrar of Co-op. Societies, Government of Goa.
- 9) Order No. 62-3-88(A)/TS/RCS dated 20th November, 2007 from the Registrar of Co-op. Societies, Government of Goa.
- 10) Order No. 62-3-88(A)/TS/RCS dated 28th November, 2008 from the Registrar of Co-op. Societies, Government of Goa.

In exercise of the powers vested in me under Section 71 of the Goa Co-op. Societies Act, 2001, I, *P. K. Patidar*, Registrar of Co-op. Societies, Government of Goa, hereby extend the period of appointment of *Shri N. D. Agarwal*, Senior Scale Officer of Goa Civil Service, presently holding the post of Director, Printing & Stationery as Administrator of Sanjivani Sahakari Sakhar Karkhana Ltd., Dayanandnagar-Goa, for further period of one year w.e.f. 01-01-2010 to 31-12-2010. The term of the Administrator is also hereby extended for further period of one year upto 31-12-2010.

P. K. Patidar, Registrar of Co-op. Societies.

Panaji, 23rd December, 2009.

**Department of Education, Art & Culture**

Directorate of Technical Education

Order

No. DTE/ESTT/6-4/NIT/08/2702

Approval of the Government is hereby conveyed for constitution of Co-ordination Committee comprising of following Officials for setting up of National Institute of Technology at Goa.

- 1) *Shri Vivek B. Kamat*, Director of Technical Education ... Co-ordinator.
- 2) *Shri Bhaskar Nayak*, Director of Higher Education

3) Shri G. P. Naik, Collector of South Goa

4) Dr. Dipak Gaitonde, Asstt. Director, Directorate of Technical Education

5) Shri Vivek Belokar, Asstt. Director, Directorate of Technical Education and Managing Director, GEDC

The terms of reference for the Co-ordination Committee are as follows:

- 1) Apprise the State Government of the project and move for necessary Government/ /Cabinet approvals.
- 2) Co-ordinate with Ministry of Human Resource Development, Director, NITK, Surathkal and other Central Government Agencies for necessary actions viz.
 - a) Formation of Society.
 - b) Constitution of Boards of Governors.
 - c) Appointment of Director.
 - d) Budget Provision.
 - e) Drafting of Statutes & Ordinances and various other committee.
- 3) Identification of permanent location/site and acquiring the said land for handing over to NIT, Goa.
- 4) Identifying temporary premises for the initial years of operation with effect from 2010-11.
- 5) Identify various courses to be offered in NIT, Goa.
- 6) Facilitating recruitment of core faculty, initially.
- 7) Formulating Budget proposal for Recurring and Non-Recurring items of expenditure for the financial year 2009-10 and 2010-11.
- 8) Devise a Master Plan for NIT, Goa by availing services of suitable agencies.
- 9) To undertake any other activity relevant to project implementation.

By order and in the name of the Governor of Goa.

Dr. M. Modassir, Secretary Technical Education.
Porvorim, 29th December, 2009.

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College Section

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Order

No. DTE/ADC/11/1/43/2008/29

Read: 1) Memorandum No. DTE/ADC/11/1/43/ /2008/560 dated 28-05-2008.

2) Order No. DTE/ADC/11/1/43/2008/333 dated 14-05-2009.

3) Addendum No. DTE/ADC/11/1/43/2008/ 2020 dated 16-10-2009.

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/33(1)/94/311 dated 29-11-2007, Government is pleased to appoint Dr. Arun Bhimrao Joshi on temporary basis as Professor in Pharmacognosy (Group 'A' Gazetted) in the Goa College of Pharmacy, Panaji-Goa in the pre-revised pay scale of Rs. 16,400-450-20,900-500-22,400 w.e.f. 31-08-2009 as per the terms and conditions in the memorandum cited above.

The basic pay of Dr. Arun Bhimrao Joshi will be Rs. 18,200/- p.m. with effect from 31-08-2009. This issues with approval of Finance Department vide U.O. No. 2615-F dated 26-09-2008.

Dr. Arun Bhimrao Joshi will be on probation for a period of two years.

He has been declared fit by Medical Board, Goa Medical College vide letter No. 4/105/85-H/GMC/ /2009/9 dated 17-02-2009. His character and antecedents have been verified by Addl. District Magistrate, D. K. Mangalore and nothing adverse has been found.

Goa Public Service Commission has no objection for giving pay protection to Dr. Arun Bhimrao Joshi, Professor in Pharmacognosy, Goa College of Pharmacy as per existing rules.

This order is issued in supersession to earlier Order No. DTE/ADC/11/1/43/2008/333 dated 14-05-2009.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education & ex officio Additional Secretary.

Porvorim, 4th January, 2010.

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Department of Finance
Revenue & Control Division

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Notification

No. 5/3/2006-Fin(R&C)(2)

In exercise of the powers conferred by sub-section (1) of Section 25 of the Goa Tax on Entry

of Goods Act, 2000 (Goa Act 14 of 2000) (hereinafter referred to as the "said Act"), the Government of Goa, being of the opinion that it is necessary in public interest so to do, hereby exempts the tax payable under the said Act by Sanjivani Sahakari Sakhar Karkhana Limited, Dayanandnagar, Tisk, Usgao-Ponda, on entry of all goods in the area falling within the jurisdiction of Village Panchayat of Darbandora, Sanguem Taluka, for use by them, with effect from 1st of April, 2008 to 31st of March, 2013.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary, Fin (R&C).

Porvorim, 1st January, 2010.



Department of Labour

Order

No. 28/32/2009-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Intercontinental "The Grand Goa Resort", Raj Baga, Canacona, Goa and it's workman, Shri Menino Fernandes, A/C and Refrigerator Supervisor in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Intercontinental "The Grand Goa Resort", Raj Baga, Canacona, Goa, in refusing employment Shri Menino Fernandes, A/C and Refrigerator Supervisor, with effect from 15-06-2007, is legal and justified?

(2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 1st January, 2010.

Order

No. 28/25/2009-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Sunrise Zinc Limited, Cuncolim Industrial Estate, Cuncolim, Goa, and it's workmen, represented by Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(I) Whether the action of the management of M/s. Sunrise Zinc Limited, Cuncolim Industrial Estate, Cuncolim, in closing it's factory at Cuncolim Industrial Estate, Cuncolim, Goa, with effect from 14-04-2008 and consequent retrenchment of it's below mentioned 39 workmen with effect from 14-04-2008, is legal and justified?

- i) A. S. Mulla.
- ii) Akbar Basha.
- iii) Anil Malhsekar.
- iv) Balkrishna Achari.
- v) Bhikaji Thakur.
- vi) Braz Veigas.
- vii) Damodar Velip.
- viii) Dattaraya Naik.
- ix) Ganapati Manjrekar.
- x) Gopi Gaonkar.
- xi) Janu Gaonkar.
- xii) Kishore Naik.
- xiii) Krishnanand Padvalkar.
- xiv) Mahableshwar G. Naik.

- xv) Mahableshwar Kamble.
- xvi) Mahadev Dessai.
- xvii) Namdev Achari.
- xviii) Nanda Kalangutkar.
- xix) Narayan Parab.
- xx) Naresh Kolambkar.
- xxi) Pandurang Chorlekar.
- xxii) Polath Srinivasulu.
- xxiii) Premanand Kamble.
- xxix) Santosh Mhalsekar.
- xxiv) Raju Velip.
- xxv) S. S. Kumbhar.
- xxvi) Saleem Khan.
- xxvii) Santosh Dudalkar.
- xxviii) Santosh Manjrekar.
- xxix) Santosh Mhalsekar.
- xxx) Sharad Padvalkar.
- xxxi) Shashikant Gaonkar.
- xxxii) Shyamsunder Rane.
- xxxiii) Suresh Gaonkar.
- xxxiv) Suresh Powar.
- xxxv) Umesh Gaonkar.
- xxxvi) Vijay Padvalkar.
- xxxvii) Vijaykumar Nair.
- xxxviii) V. Srinivas.
- xxxix) Yeshwant Gaonkar.

(II) If not, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 4th January, 2010.

Order

No. 28/26/2009-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Goa Glass Fibre Limited, Colvale, Bardez, Goa, and it's workmen represented by Goa Glass Fibre Employees Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Goa Glass Fibre Limited, Colvale, Bardez, Goa, in refusing its workmen 20% bonus for the accounting years 2006-2007 and 2007-2008, is legal and justified?

(2) If not, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 4th January, 2010.

Order

No. 28/27/2009-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Narcinva Damodar Naik, Fatorda, Margao, Goa and it's workmen represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Narcinva Damodar Naik, Fatorda, Margao, Goa, as regards non-payment of an increased Variable Dearness Allowance to it's workmen with effect from April, 2008, is legal and justified?

(2) If not, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 4th January, 2010.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa, on 16-04-2009 in reference No. IT/63/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

N. S. Dharwadkar, Under Secretary (Labour).

Porvorim, 22nd June, 2009.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. IT/63/2004

Shri Basuraj Madar,
C/o Percy Rodrigues,
H. No. 1774, Vasvaddo,
Benaolim-Goa.

... Workman/Party I

V/s

M/s. Royal Goan Beach Resort P. Ltd.,
M/s. Haathi Mahal Resort Hotel,
Mobor,
Cavelossim-Goa.

... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.

Employer/Party II represented by Adv., M. S. Bandodkar.

AWARD

(Passed on this 16th day of April, 2009)

By order dated 6-12-2004, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

- "(1) Whether the action of the management of M/s. Royal Goan Beach Resort P. Ltd., Haathi Mahal Resort Hotel, Cavelossim in terminating the services of Shri Basuraj Madar, Gardener, with effect from 26-10-2003, is legal and justified?
- (2) If not, to what relief the workman is entitled to?"

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 5. The Party II filed its written statement at Exb. 6. The rejoinder of Party I is at Exb. 7.

3. The Party I was in service of the Party II as a Gardener from 22-2-2000 till the date of his termination. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 110 workmen despite which Party II did not seek permission from the appropriate Government and his thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought reinstatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 8:

ISSUES

1. Whether the Workman/Party I proves that he was employed with the Employer/Party II as a Gardener on the regular post continuously from 22-2-2000 till the date of his termination?

2. Whether the Workman/Party I proves that the termination of his services by the Employer/Party II is illegal and unjustified?
3. Whether the Party II proves that the appointment of the Workman/Party I with the Employer/Party II was for fixed term period?
4. Whether the Employer/Party II proves that the termination of the services of the Workman/Party I is the result of non-renewal of contract of employment?
5. Whether the Employer/Party II proves that the Workman/Party I is gainfully employed?
6. Whether the Workman/Party I is entitled to any relief?
7. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/ Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 9. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete-Goa, shall pay in total a sum of Rs. 30,718/- (Rupees thirty thousand, seven hundred eighteen only) to Shri Basuraj Madar, by way of 3 installments:

- (a) 1st installment of Rs. 10,000/- (Rupees ten thousand only) bearing cheque No. 12531 dated 1-4-2009 drawn on HDFC Bank, payable at par.
- (b) 2nd installment of Rs. 10,000/- (Rupees ten thousand only) bearing cheque No. 12500 dated 20-4-2009 drawn on HDFC Bank payable at par.
- (c) 3rd installment of Rs. 10,718/- (Rupees ten thousand, seven hundred eighteen only) bearing cheque No. 012512 dated 18-4-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 30,718/- (Rupees thirty thousand, seven hundred eighteen only) shall include all his claims arising out of the present reference No. IT/63/2004 and his

employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc. or any other claim which can be computed in terms of money.

3. It is agreed that Shri Basuraj Madar shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc. or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present Reference No. IT/63/2004 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of reinstatement and /or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal &
Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 26-10-2009 in reference No. IT/83/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 14th December, 2009.

THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/83/07

Shri Suresh Yeshwant Falkar,
Flat No. 5-4, D-Block,
Martin's Enclave, 2nd Floor,

Caranzalem, Kerant,
Ilhas-Goa.

..... Workman/Party I

V/s

1. M/s. Cidade de Goa,
Vainguinim Beach,
Dona Paula-Goa.

2. M/s. Fomento Resorts
Pvt. Ltd.,
Vainguinim Beach,
Dona Paula-Goa.

..... Employer/Party II

Party I/Workman is represented by Shri P. Gaonkar.

Party II/Employer is represented by Adv., G. B. Kamat.

Panaji, Dated 26-10-2009.

AWARD

In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act, 14 of 1947) the Government of Goa by Order dated 09-11-2006 bearing No. 28/15/2006-LAB/896 referred the following dispute for adjudication by this Labour Court-II.

“(1) Whether the action of the management of M/s. Cidade de Goa, unit of M/s. Fomento Resorts & Hotels Limited, Dona Paula, Goa in terminating the services of their workman Shri Suresh Falkar, Senior Accounts Supervisor, with effect from 26-04-2005, is legal and justified?”

(2) If not, to what relief, the workman is entitled?”

2. On receipt of the reference, a case was registered under No. IT/83/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Party I (for short ‘Workman’), filed his statement of claim. The facts of the case in brief as pleaded by the Workman are that the Party II (for short “Employer”) is a Hotel Industry. He stated that he was initially employed in the stores of the party II(1) a unit of Party II(2) in their Hotel Cidade de Goa, w. e. f. 20-04-1981 and since then he was working for the Party II. He stated that since 20-04-1981 he was doing the work of clerical nature initially in the Stores and thereafter he was posted in the Accounts Department of the Party II. He stated that though he was designated as Senior Accounts Supervisor, he was doing the work of clerical nature such as S&S Bill processing (verify bill with PO and MRN for rates,

quantity, taxes and specifications, etc.), to attend supplier telephone calls, petrol/diesel coupons-monitoring/issuing, covering letters to be prepared and completed for all folders received and Cash Bills (MRN Purchase Statement) to purchase, contractors-entry on bank books and any other clerical work related to Accounts Department. He stated that the work was assigned to him daily by his superior and as per his instructions he was doing the work. He stated that though he was designated as Accounts Supervisor he was not the sanctioning authority of any leave of any workmen working in his Department. He stated that since his appointment he was regular, sincere and dedicated for which the Party II has issued several Merit Certificates and Dedicated Service Awards to him. He stated that vide letter dated 01-10-1983 his services were confirmed by the Managing Director.

He stated that in 2nd week of April, 2005 he was called by the Managing Director and asked to tender his resignation as his salary is very high and for such high salary, management can engage two workmen with young age. He contended that he had requested the Managing Director not to force him to tender his resignation as he will not get any job and that there is plenty of work available in the Hotel and the present work is so much that the present workers are insufficient to complete the said work of maintenance. He further contended that he also requested the Managing Director that he is having schooling children and therefore he will be on road and hence urged not to force him to resign and he will be unable to submit his resignation. He stated that as he had refused to tender his resignation letter, he was issued a Letter of Termination dated 21-04-2005 terminating his service w. e. f. 26-04-2005 and directed him to handover charge to Mr. Narendra Siddheshwar, junior Supervisor-Accounts on 21-04-2005. He stated that the said Letter of Termination dated 21-04-2005 was signed by the Personnel Manager of the Party II and hence the Order of Termination is illegal and ought to be set aside as the same is not signed by the Appointing Authority. He stated that on receipt of the said Termination Letter, he had submitted the demand letter dated 03-08-2005 stating that his termination by the Employer is illegal, malafide and bad in law as it is in violation of provisions of the Industrial Disputes Act, 1947. He stated that as the management failed to withdraw the Termination Letter, he has no option but to raise the dispute before the Appropriate Authority and accordingly the dispute of illegal termination was

raised before the Labour Commissioner, Panaji vide his letter dated 03-08-2005. He stated that on receipt of the said letter, Assistant Labour Commissioner, Panaji called both the parties on several occasions, but the Employer refused to attend the conciliation proceedings and hence the proceedings ended in ex-parte failure. He stated that before termination of his service, he was not paid legal dues such as retrenchment compensation, etc. and that the Employer had also not obtained permission required under Chapter V-B of the Industrial Disputes Act, 1947 as the employer is employing more than 500 workers per day. He stated that the matter in connection with payment of bonus is pending before the Industrial Tribunal for adjudication and his termination without complying Section 33 of the Industrial Disputes Act, 1947 is illegal, unjustified and bad in law. He submitted that before his termination, no enquiry was conducted and hence violated the principles of natural justice. He stated that there are junior workers working in the said Department. He submitted that on Letter of Termination itself it is clear that he was asked to handover the charge to junior workman namely, Mr. Narendra Siddheshwar, Junior Accounts Supervisor. He stated that before his termination principles of natural justice were not followed and his termination is illegal and bad in law and therefore he is entitled for reinstatement with full back wages. He stated that since his termination, he is unemployed and could not succeed in getting any employment. He stated that before his termination the Employer has not complied with the provisions of the Industrial Disputes Act, 1947 and hence his termination is illegal, unjustified and bad in law.

3. The Employer filed written statement at Exhibit-15 denying that the termination of services of the workman was illegal and unjustified. The Employer at the outset by way of preliminary objection stated that the Party I is not a "Workman" within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 as he was employed mainly in managerial and/or administrative and/or supervisory capacity drawing wages exceeding 1,600/- per month and/or by nature of duties attached to him and/or by reason of the powers vested in him, his functions were of supervisory nature and that the Party I was not doing any manual, skilled, unskilled, technical, operational or clerical work and as such the reference is illegal, bad in law, null and void and not maintainable. The facts of the case in brief as pleaded by the Employer are

that the Employer is a company incorporated under the Companies Act, 1956 on 13-10-1981 and owns a Hotel establishment known as "Cidade de Goa" a beach resort situated at Vaiguinim Beach, Dona Paula-Goa. That, the Employer is a star luxury hotel, employing large number of employees and consisting of various departments, such as House-Keeping, Food Beverages, Accounts, Engineering, Front Office, Security, Stewarding and Personnel headed by competent managerial and supervisory personnel known as Heads of Departments, etc. The Employer stated that the workman had been employed as a Senior Accounts Supervisor in the Company's Accounts Department. The Employer contended that the workman was appointed as an "Assistant-Stores and Supplies" on certain terms and conditions from 20-04-1981 on probationary basis and he was confirmed thereafter. The Employer contended that in 1989 the workman was promoted to the post of 'Senior Stores Supervisor' and he was redesignated as 'Materials in-charge' G-IX. The Employer stated that the workman was thereafter promoted to the post of 'Senior Accounts Supervisor' in 1998. The Employer stated that as a Senior Accounts Supervisor the job responsibilities of the workman and nature of duties attached to him include the following: Action the items only after getting approved indents, to ensure the actioning of indents of all departments on time in order to avoid non-availability of items of the respective Departments, to ensure the best rate to the organization, to inform the status to the respective Department, if items will be delayed or non-availability get the alternative, to ensure the purchase order get approved before placing the order with suppliers, make comparison for high value items, to prepare the follow up sheet of annual requirements of crockery and fabric store, to follow up with the suppliers for timely delivery, to action general store N/A and critical items on daily basis and ensuring the availability of the same, to follow up with accounts for payment of the suppliers, to ensure of using the Piano Folder (Follow up Folder), to ensure the right coding of the new items getting in the hotel, making of cash purchases/conveyance statement on regular basis for ensuring the correct imprest, preparing the comparative statement of annual tender applications and negotiations. Besides above, the Workman was assigned the work of signing the following documents i.e. purchase order as first signature before the Purchase Manager's approval and Accounts-Bill processing/approve. Verifying with Purchase Officer/MRN. The Employer stated

that the entire work attended by the workman independently, the same being of high ethical, standard and integrity and was reporting to Mr. Ramesh Moorthy-Financial Controller of the Employer. The Employer denied that since 20-04-1981 the workman was doing the work of clerical nature. The Employer stated that under the service rules of the Employer which were applicable to the Workman, the Personal Manager was competent and was fully authorized to issue/sign the order of termination. The Employer denied the various statements made by the Workman in his statement of claim.

4. Thereafter, the Workman filed his rejoinder at Exhibit-16 reiterating his claim and denied the case of the Employer which are contrary to his case.

5. Based on the pleadings filed by the respective parties, this Court has framed the following issues:

1. Whether the Party I proves that he was appointed as Senior Accountant. He was doing the work of Clerical nature and he was a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947.
2. Whether the Party I proves that the Personal Manager of the Party II was not competent to sign the Termination Order?
3. Whether the Party I proves that the Termination Order is illegal for non payment of legal dues or non compliance of Section 33-C of the Industrial Disputes Act?
4. Whether the Party I proves the Order of Termination is illegal, malafide and not following provisions of the Industrial Disputes Act?
5. Whether the Party II proves that the Party I was performing duties of managerial Administrative/Supervisory nature?
6. Whether the Party II proves that the reference is bad in law?

6. My findings to the aforesaid issues are as under:

- Issue No. 1: Affirmative.
- Issue No. 2: Negative.
- Issue No. 3: Negative.
- Issue No. 4: Affirmative.
- Issue No. 5: Negative.
- Issue No. 6: Negative.

7. Reasons:

Issue Nos. 1, 5 & 6: The workman in his statement of claim alleged that he was appointed as 'Senior Accountant' and was doing the work of clerical nature by claiming to be a Workman as defined under Section 2(s) of the Industrial Disputes Act, 1947. The Employer in their written statement filed in the present proceedings at Exhibit-15 denied the aforesaid statement of the Workman by stating that the Workman was performing duties of managerial, administrative and supervisory in nature and therefore he is not a workman as defined under Section 2(s) of the Industrial Disputes Act, 1947, and hence the present reference issued by the Government of Goa is bad in law. This Hon'ble Court therefore framed the issue No. 1 as whether the Party I proves that he was appointed as Senior Accountant. He was doing the work of clerical nature and he was a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 by putting a burden to prove the same on the Workman. Similarly, this Hon'ble Court has framed the issue No. 5 by squarely putting the burden on Employer. i. e. whether the Party II proves that the Party I was performing duties of managerial Administrative/Supervisory nature. The Court has also framed the issue No. 6 i. e. whether the Party II proves that the reference is bad in law by putting the burden of proof on the Employer. Infact, Issue Nos. 1 and 5 are co-related to each other and issue No. 6 has to be answered on the basis of the findings of the Issue Nos. 1 and 5.

I have heard the arguments of the Ld. Representative, Shri P. Gaonkar appearing for the Workman as well as the Ld. Adv., Shri G. B. Kamat appearing for the Employer.

Shri P. Gaonkar, representing the Workman submitted that in order to prove issue No. 1, the Workman has examined himself. He submitted that the Workman in para 4 of his Affidavit in evidence deposed that he was designated as a 'Senior Accounts Supervisor' and was doing the work of clerical nature such as S&S Bill processing, to attend suppliers telephone calls, petrol/diesel coupons-monitoring/issuing, covering letters to be prepared and completed for all folders received, cash bills (MRN Purchase Statement), Contractors' entry on Bank Books. He submitted that the said duties are of clerical nature. He brought the attention of this Hon'ble Court to the memorandum of settlement signed between the Employer and its Workmen's Union at Exhibit-W/8 and submitted that in the said

Settlement the Senior Supervisor at Grade-IX were applicable to the Workman. He also brought the attention of this Hon'ble Court to the cross examination of the Employers' witness No. 1 Shri Digambar Fadte. The said witness deposed that the purchase manager of the Party II is approving the order for any purchase. Without the signature of approval by the purchase manager, no purchase order can be approved or made valid. The said Employers' witness, Shri Digambar Fadte in his cross examination stated that "at the time of termination of the Party-I he was falling in grade-IX as designated by the Party II. He further stated that it is true that since Grade-IX was the highest grade applicable to the workman of the Party II and because the Party I was holding Grade-IX, he was not given any promotion after the year 1998." Shri P. Gaonkar therefore submitted that the Employer has signed the said memorandum of settlement dated 21-05-2001 at Exhibit-W/8 with its Workmen's/Union. Annexure-A to the said memorandum of settlement clearly shows the grade-IX and the designated workman as Senior Supervisor (Personnel/Purchase/Receive/Accounts/Stores/Health Club). He submitted that the said agreement had been signed under Section 12(3) of the Industrial Disputes Act, 1947 before the Labour Commissioner. He therefore submitted that the Employer by his own conduct/acts acknowledged that the workman working in Grade-IX as Senior Accounts Supervisor as 'Workman' and as such cannot deny the status of the Workman as 'Workman' as defined under Section 2(s) of the Industrial Disputes Act, 1947 irrespective of the designation or the nature of the duties performed by the Workman. He submitted that the primary duties of the Workman as deposed by him in para 4 of his Affidavit-in-Evidence are of clerical nature. The Workman was not having any power to sanction or recommend the leave of the Workmen working in his department. The Workman was not supervising any other workman however he was performing his duties independently as per the instruction of his superiors and therefore he is a workman as defined under Section 2(s) of the Industrial Disputes Act, 1947. He relied upon a decision of the Apex Court in the case of National Engineering Industries Ltd. v/s Shri Kishan Bhageria & ors. reported in AIR 1988 Supreme Court 329 and a decision of Bombay High Court in the case of Manganese Ore (India) Ltd. v/s Union of India & ors. reported in 2001 LLR 1135.

On the other hand the Ld. Adv., Shri G. B. Kamat representing the Employer submitted that the Workman was performing the duties of managerial, administrative and supervisory in nature. He submitted that the Workman in para 4 of his affidavit-in-evidence has stated certain nature of his duties, however no evidence has been produced to prove the same. He submitted that the Workman has neither stated detailed nature of his duties nor produced any document showing his nature of duties. On the contrary the Employer has produced various documents which are exhibited as Exhibit-E/2 to Exhibit-E/15. The said documents itself shows that the nature of the duties which Workman was performing were managerial, administrative and supervisory in nature. He submitted that with in the permitted authority granted to Workman, he was acting independently which said duties were formed action for taking further course of action by the Employer. He further submitted that it is not the case of the Workman that he is the member of the union and getting benefits of the settlement signed between the parties. He also submitted that the Party I has failed to deny the statement made by the witness No. 2 of the Party II, Smt. Zarina Lobo in Para 13 of her Affidavit-in-Evidence i. e. "I say that though the Party I was working as Senior Accounts Supervisor in Grade-IX, however the benefits of the said settlement were not applicable to the Workman as he was not the member of the Cidade de Goa of the Hotel Employees/Union and therefore, the Workman has impliedly admitted the said facts. He further submitted that the Party I was given the powers, authorities and rights to take final decision in respect of his work and the Party I was accountable to Party II(1) for his decision and the results thereof which said decisions and results were binding on Party II(1). He further submitted that the Workman was the functional authority once specialize task to be performed by him namely processing the indents approved by financial controller though their various stages till purchase orders are/were prepared by him by exercising his right to order. He further submitted that his authority was also extended to reject or approve the purchase request from the supplier and till material/equipment ordered was received promptly after satisfying his criteria. He submitted that the Workman was doing the work/duties exclusively, independently without any assistant, the same being of high ethical standard and integrity as mentioned in its written statement as well as in Para 11 of Affidavit-in-Evidence of their first witness,

Shri Digambar Phadte. In support of his oral contentions he relied upon five decisions of the Hon'ble High Court of Bombay.

(1) in the case of 21st Century Printers Ltd., v/s K. P. Abraham reported in 2008 (3) CLR 616.

(2) Tanoj Kumar V. Chaterjee v/s Solapur Municipal Corporation, Solapur reported in 2004 (2) LLN 566.

(3) Sadanand Ramesh Samsi v/s Kirloskar Cummins Ltd. & Ors. reported in 2003 (1) CLR 50.

(4) German Remedies Ltd. v/s Micheal Gabriel Lopes & anr. reported in 1999 (81) FLR 1003.

(5) Ramesh Ramrao Wase v/s The Commissioner Revenue Division, Amravati reported in 1995 LAB IC 546.

He also relied on a Supreme Court Judgement in the case of Mukand Ltd. v/s Mukand Staff & Officers Association reported in 2004 LAV I. C. 2791.

I have carefully gone through the entire records of the case including the synopsis of written arguments submitted by the Ld. representatives of the respective parties. I have also considered the various oral as well as written submissions made by the respective parties.

The Party I has produced on record his initial appointment letter dated 02-06-1983 issued by the Party II (Exb W/1), letter of confirmation dated 01-10-1983 (Exb W/2) and letter of termination dated 21-04-2005 (Exb W/4) to prove that he was working for the Employer. On carefully perusal of the letter of termination dated 21-04-2005 at (Exb W/4) issued by Employer to the Party I clearly shows that the Party I was working as "Senior Accounts Supervisor". Even the Employer in Para 4 of its written statement filed in the present proceedings has admitted the fact that the Party I was promoted to the post of Senior Accounts Supervisor in the year 1998.

It is the case of the Party I that he was performing primarily clerical nature of duties such as S&S Bill processing (verify bill with PO and MRN for rates, quantity, taxes and specifications, etc.), to attend supplier telephone calls, petrol/diesel coupons-monitoring/issuing, covering letters to be prepared and completed for all folders received and cash bills (MRN Purchase Statement) to purchase, contractors-entry on bank books and any other clerical work related to Accounts Department. He further submitted that he was doing the said work as per the instructions of his

superior M/s. Pratima Burye, Accounts Manager. The Party I files his own Affidavit-in-Evidence to prove his case stating the aforesaid facts. The Workman in his cross examination deposed that he was attending the purchase indents from the house keeping, kitchen stewarding, front Office and Accounts department. He deposed that he used to prepare the purchase order placed by the Employer on the basis of the information in relation to the rates and particular item already feeded in the computer and in case there is some change he used to take the signature of purchase manager and re-feeded the same in computer and sign the said purchase order as author of the same. He denied that it was his duty to check factors such as price, quality of material/item, precision, workmanship, cost saving factors and to ensure best rate to the company. He admitted that it was duty to assign the item code as mentioned in the purchase order with the help of purchase officer. He deposed that in case of items of high value it was his duty to do the comparison at the request of material manager. He was doing the work of preparing the comparative statement in respect of their rates, delivery and schedule in case of high value items and in case some items which were not available he was required to consult HOD and material manager and accordingly follow the instructions given by the HOD. He admitted he used to coordinate the store department to understand their requirements, quantity, specification and delivery schedule. He admitted that it was his duty to place the order of crockery and fabric items as per the needs of the Employer and in case of critical items and non-available items the list of the same were issued to material manager. He further admitted that it was his duty to prepare the list of supplier and the amount due to be prepared and send to the accounts department. He further admits that it was his duty to keep a check on the supplier from timely delivery of the item placed under order (pending crockery).

As against the case of the Party I, the Employer has examined Shri Digambar Phadte as their first witness. The said Shri Digambar Phadte in para 11 of his Affidavit-in-Evidence deposed certain primary/basic nature of duties which was performing by the Party I such as: a) action the items only after getting approved indents, b) To ensure the actioning of indents of all departments on time in order to avoid non availability of items of the respective departments, c) Ensure the best rate to the organization, d) Inform the status to the respective department, if items will be delayed or non-availability get the alternative, e) Ensure the

purchase order get approved before placing the order with suppliers, f) Make comparison for high value items, j) Prepare the follow up sheet of annual requirements of crockery and fabric store, h) Follow up with the suppliers for timely delivery, i) Action general store N/A and critical items on daily basis and ensuring the availability of the same, j) Follow up with accounts for payment of the suppliers, k) Ensure of using the Piano Folder (Follow up Folder), l) Ensure the right coding of the new items getting in the hotel, m) Making of cash purchases/conveyance statement on regular basis for ensuring the correct imprest and n) Preparing the comparative statement of annual tender applications and negotiations. The Workman was assigned the work of signing the following documents i.e. o) Purchase order as first signature before the purchase manager's approval and p) Accounts-Bill processing/approve, verifying with purchase officer/MRN.

The Ld. Representative, Shri P. Gaonkar representing the Workman denied the aforesaid primary/basic nature of duties performed by the Workman in his cross examination to the aforesaid witness.

After giving my careful consideration to the facts and circumstances of the case and the submissions made by the Ld. Representatives appearing for both the parties, in this regards, it appears that whether or not an Employee is a "Workman" u/s 2(s) of the Industrial Disputes Act is required to be determined with reference to his principal nature of duties and functions. Such question is required to be determined with reference to the facts and circumstances of the case and the material on record and it is not possible to lay down any straight jacket formula which can decide the dispute as to the real nature of duties and functions being performed by Employee in all cases. When an Employee is employed to do the types of work enumerated in the definition of Workman u/s 2(s) of the industrial Dispute Act, there is hardly any difficulty in treating him as "Workman" under the appropriate classification but in complexity of industrial or commercial organizations a quite large number of employees are often required to do the more than one kind of work. In such cases it becomes necessary to determine under which classification the Employee will fall for the purposes of deciding whether he comes within the definition of "Workman" or goes out of it.

Thus, from the evidence adduced by both the parties on record, it is crystal clear that though

the Party I was designated as Senior Accounts Supervisor, he was not supervising any of the workman of the Employer. He was also not sanctioning the leave of the any of the workman working in his department. Though the Employer pleaded that the Party I was performing mainly managerial and/or administrative and/or supervisory nature of duties, the Employer specifically failed to specify as to which of the said main and primary nature of duties performed by the Party I were of managerial, administrative and supervisory in nature. However, from the evidence on record, it appears that the Party I used to prepare at least on an average 7-8 various computerized purchase orders daily on the basis of the relevant information already fed up in the computer, and in case of any changes he had to consult the purchase manager and after preparing the same he used to sign the said purchase order as a author of the same. The Employer's first witness Shri Digambar Phadte, in para 11(b) of his Affidavit-in-Evidence on record deposed that the Party I was preparing not less than 10 purchase order per day. On carefully perusal of the said purchase order, produced by the Employer on record at Exb. E/2-Colly to Exb. E/13-Colly, it appears that the said purchase order mainly contains name of the parties, Item Code No., Item description, unit, quantity, rate, amount, delivery schedule, mode of dispatch and terms of payment etc. The oral evidence on record clearly indicates that the Workman used to prepare the said order mechanically on the basis of the relevant information already feed up in the computer. This appears to be one of the major primary duty of the Party I and the said duty is of clerical in nature as it does not involve any supervision or any decision to be taken while performing the same. The Employer also produced on record a list of pending crockery from M/s. Diamond Potteries as on 13-09-2002 at Exb. E/14 to prove that it was the duty of the Party I to prepare the follow up sheets of annual requirements of crockery and fabric stores. On perusal of the said documents at Exb. E/14, it appears that the same has been manually prepared by the Party I and forwarded to the purchase manager for his instructions and the Party I has acted as per the instructions of the said purchase manager. However, the said duty of the Party I appears to be performed once in a year and hence it cannot be called as primary duty. The Employer also produced on record a new product approval sheet at Exb. E/15. On carefully perusal of the said new products sample approval sheet has been filled

up and also signed by the Party I and send to the K. S. T. Manager for the approval. This duty of the Party I is also a clerical in nature. Though the Employer, pleaded in its written statement filed in the present proceedings and also deposed by the Employers witness namely Shri Digambar Phadte in para 11 of his Affidavit-in-Evidence that the Workman was exclusively taking all the buying decisions till the placing of the purchase order and the said decisions were binding on the Employer, to prepare comparative statement of annual tender applications and to enter in to the negotiations, to process the indents on time in order to avoid non-availability of items and that he was performing supervisory duties. The said duties alleged to have been performed by the Workman has been denied by the Workman in his cross examination as well as in the cross examination of the Employers witness namely Shri Digambar Phadte. The Employer has however, failed to produce on record any cogent evidence in the form of documents to prove the aforesaid duties of the Workman which would have been best evidence. The Employer has also failed to give any explanation for non-production of the aforesaid documentary evidence to substantiate his statement made in para 11 of his Affidavit-in-Evidence.

Hence, I hold that the Employer has failed to prove that the Party I was performing the duties such as the Party I was exclusively taking all the buying decisions till the placing of the purchase order and the said decisions were binding on Employer, to prepare comparative statement of annual tender applications and to enter into the negotiations, to process the indents on time in order to avoid non availability of items and that he was performing supervisory duties. The other duties performed by the Party I such as to do the comparison of the items of high value, preparing of comparative statement in respect of their rate, delivery and schedule and to consult the HOD and material manager in case some items which were not available and follow the instructions given to him, to co-ordinate with the store department, to understand their requirements in terms of quantity, specification and delivery schedule, to prepare the list of suppliers and amount due to them and sends to accounts department etc. are also appears to be clerical in nature and one does not require to take any administrative decision that will binds his Employer. The other duty performed by the Party I such as to keep check on the supplier for timely delivery of the items placed under order also cannot be called as supervisory,

administrative or managerial in nature in its strict sense in the absence of any evidence on record showing the Workman was authorized to take actions against the supplier for failure to deliver the items placed under order. The duties alleged by the Employer that is to sign an purchase order. The Party I alleged that since he is the author of the same he has to sign the said purchase order to be placed for its approval before the purchase manager. The Employer also specifically failed to produce on record any cogent evidence in documentary forms to show that the Party I has taken any Managerial or Administrative decision as a part of its duties of a primary in nature. Thus, the oral as well as documentary evidence on records clearly shows that the Workman was performing predominantly clerical duties. The Party I has produced on record at Exhibit W/8 a memorandum of settlement dated 21-05-2001 arrived at u/s 12(3) of the Industrial Disputes Act, 1947 between the Employer and its workmen's/ Union and the said memorandum of settlement was also signed before the Labour Commissioner, Government of Goa, Panaji-Goa. The applicability of the said memorandum of settlement at Exhibit W/8 has been shown under Demand No. 30 that the said settlement shall be applicable to all the confirmed Workmen in Grade I to IX only. Further on carefully perusal of Annexure "A" of the said memorandum of settlement the designation "Senior Supervisor Accounts" are shown in Grade IX. Undisputedly the Party I was confirmed Employee working in Grade IX and designated as "Senior Accounts Supervisor". It is well settled law that though the Indian Evidence Act are strictly not applicable in the Industrial Court, the principle analogues to the same are applicable. Section 115 of the Indian Evidence Act, 1872 deals with Estoppel which reads as under: "When one person has by his declaration, act or omission intentionally caused or permitted another person to believe or thing to be proved and to act upon such belief, neither he nor his representative shall be allowed in any suit or proceedings between himself and such person or his representative to deny the truth of that thing". In the present case the Employer by his own act i.e. by signing a memorandum of settlement dated 21-05-2001 with its Cidade de Goa Ltd. Workmen's, Union thereby extended the applicability of the said memorandum of settlement upto Grade IX which includes "Senior Supervisor Accounts" in which designation and grade the Party I was working at the time of his termination. The said

memorandum of settlement at Exb. W/8 is legal, enforceable and arrived in terms of Section 12(3) of the Industrial Disputes Act, 1947, and therefore, the Employer cannot say that the Party I is not a Workman as defined u/s 2(s) of the Industrial Dispute Act, 1947 and that the applicability of the said memorandum of settlement were not extended to the Party I as specially the first witness of the Employer, Shri Digambar Phadte in his cross examination admitted that since Grade IX was highest grade applicable to the Workmen of the Party II and because Party I was holding Grade IX he was not given any promotion after the year 1998. The decision relied upon by the Ld. Adv., Shri G. B. Kamat representing the Employer of Hon'ble Supreme Court in the case of Mukand Ltd. v/s Mukand Staff & Officers Association reported in 2004 (2) LLM 122 is not applicable to the present case since in the said case the settlement of 1989 as well as 1995 were concluded without prejudice to the rights and contentions of the parties therein.

Thus, after carefully perusal of the oral as well as documentary evidence on record produced by the parties herein above pertaining to the nature of duties performed by the Party I, it indicates that though the Workman was working as "Senior Accounts Supervisor" he was predominantly performing clerical nature of duties. He was not taking any decision on behalf of the Employer while performing his primary duties that binds on his Employer. He was neither supervising the work of his subordinates nor having power to sanction the leave or to recommend it. He was also not having any power to appoint, terminate or take disciplinary action against any Workmen. He was not having any power of assigning duties and distribution of work. It was not also the duty of the Party I to check factor such as price, quality of material/item, precision, workmanship, cost saving factors and to ensure best rate to the company.

The Ld. Adv., Shri G. B. Kamat representing the Employer, relied upon a decision of Hon'ble High Court of Bombay in the case of 21st Century Printers Ltd., v/s K. P. Abraham reported in 2008 (3) CLR 616. I have carefully perused the said judgement of the Hon 'ble High Court of Bombay. In the said case, the Workman was working as Purchase Officer and his primary duties were passing bills for payments, co-ordinating with the factory for procurement of material, visiting for suppliers for deciding various quality material and delivery schedule which is totally different then

the present case. Hence, the said decision is not applicable to the present case.

In the case of Tanoj Kumar V. Chaterjee v/s Solapur Municipal Corporation, Solapur reported in 2004 (2) LLN 566, the Hon'ble High Court of Bombay has held that a supervisor is one who can bind the Employer by taking some kind of decision on his behalf. I have carefully perused the said judgement of Hon'ble High Court of Bombay. The said decision is also not applicable in the present case, since the facts of the said case are different then the present one.

In the case of Sadanand Ramesh Samsi v/s Kirloskar Cummins Ltd. & Ors. reported in 2003 (1) CLR 50, of Hon'ble High Court of Bombay, the petitioner was designated as maintenance manager and was performing duties of technical nature such as repairing and erection of machine by his own hand with the help of 3 to 4 helpers under him, and to supervise the working of contractor's workers. I have carefully perused the said judgement of Hon'ble High Court of Bombay. The said decision is also not applicable in the present case.

In the case of German Remedies Ltd. v/s Micheal Gabriel Lopes & anr. reported in 1999 (81) FLR 1003. It has been held by the Hon'ble High Court of Bombay that "The test involved should be of nature so as to indicate that the work done is confined to the worker himself and does not effect the future course of action to be taken by either his colleagues or his sub-ordinates. It is only a matter of clerical or mechanical in nature, obviously it would not affect any. He would be assisting his immediate supervisor in arriving at a decision which would be taken by the supervisor may be on the basis of material produced by the clerk." In my opinion, the duties performed by the Workman were not affecting any decision to be taken by his supervisor and hence the said decision is also not applicable in the present case.

In the case of Ramesh Ramrao Wase v/s The Commissioner Revenue Division, Amravati reported in 1995 LAB IC 546, Hon'ble High Court of Bombay has held that, "It is popularly believed that in order to dub the work as "supervisory" the person concerned must have control over the sub-ordinate and the person concerned should have the powers to sanction leave, give promotions etc., which is only one of the facets of the supervisory work. That is not the be or an end all of the term "Supervisory Work". If the Supervision is required to be made in some other different way,

like over the quality of work and over other aspects such as to see and examine whether the work is completed or not in satisfactory manner and in keeping with specifications, that also becomes the Supervisory Work." The evidence on record does not indicate that the Workman were having supervisory power like the quality of the goods or material and also to examine the work completed or not in a satisfactory manner and in keeping his specification. Hence, the said decision is also not applicable in the present case.

On the contrary, the Ld. representative of the Party I Shri P. Gaonkar relied upon a decision of Apex Court in the case of *National Engineering Industries Ltd. v/s Shri Kishan Bhageria & ors.* reported in AIR 1988 Supreme Court 329 wherein the Hon'ble Supreme Court has held that where the Employee was working under the company as an internal auditor on a monthly salary and his duties were mainly reporting and checking up on behalf of the management, but he had no independent right or authority to take decision and his decision did not bind the company, the Employee could be a workman within the meaning of Sec. 2(s) and not the supervisor. In the present case, the Party I was working as a Senior Accounts Supervisor, but he was neither supervising any of the Workman nor had any independent right or authority to take decision that binds his Employer. The said decision is applicable in the present case.

He had also relied upon a decision of Bombay High Court in the case of *Manganese Ore (India) Ltd. v/s Union of India & ors.* reported in 2001 LLR 1135. Wherein the Hon'ble High Court of Bombay held that it is settled law that mere designation of an Employee is not the criterion to determine as to whether the Employee is a Workman or not. Also it appears that the duties of supervisor (Process) where of receiving raw materials and dispatch of finished products—owing to absence of plant foreman, the Employee was required to look after the work of the foreman and as such his work was mainly of clerical in nature. Also there has been no material on record to show that the Employee though worked as a Supervisor (Process) he was supervising the work of the Employee. The Employee will come within the definition of the Workman.

In view of the above I have no hesitation to hold that the Party I was mainly performing the duties of clerical in nature and therefore he is a Workman as defined u/s 2(s) of the Industrial Disputes Act, 1947. It is further held that the Party I was not

performing duties of primarily managerial administrative/Supervisory in nature. In view of above, it is also held that the Party II failed to prove that the reference is bad in law.

Issue No. 2: Shri P. Gaonkar representing the Workman while arguing the case submitted that the workman was appointed as Asstt. Store & Supplies from 20-04-1981 by the Employer/Party-II. He submitted that his services were confirmed by letter dated 01-10-1983, signed by the Managing Director. He further submitted that the services of the Workman was terminated vide letter dated 21-04-2005. He submitted that the Workman challenges his Termination Order by alleging that the Termination Letter dated 21-04-2005 terminating his services w. e. f. 26-04-2005 was signed by the Personnel Manager of the Employer, however he was appointed by the Managing Director of the Employer. He therefore submitted that any Termination Order signed by the person designated below the appointing authority is null and void. The Personnel Manager had no legal capacity to terminate the services of the Workman. He submitted that the Employer do not have any Certified Standing Order under the Industrial Employment (Standing Orders) Act, 1946 and in the absence of Certified Standing Order, no authority below the appointing authority can sign the Termination Order.

On the contrary, the Ld. Adv., G. B. Kamat appearing for the Employer submitted that the Party I is/was not a "Workman" within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 and hence this Court has no jurisdiction to decide the same. He submitted that the provisions of the Industrial Employment (Standing Orders) Act, 1946 are not applicable to Residential Hotel like Party II (1) in the present case and that the service rule framed are enforceable. He further submitted that the Party I is/was governed by Service Rule/House Rules framed by Party II(1) which is on record at Exhibit EW2/1. He submitted that the services of the Party-I were terminated by letter dated 21-04-2005 (Exhibit W/4) which was signed by the Personnel Manager of the Employer and who was authorized by Smt. Anju Timblo, the Managing Director of Party II(1) to sign the said Letter of Termination issued to Party I vide letter dated 07-03-2005 at Exhibit EW2/2. In support of his oral contention he relied upon a decision of Hon'ble High Court of Bombay in the case of *Laru Toraskar v/s Taj Holiday Village* disposing off its Writ Petition No. 81/2009 and a decision of Hon'ble Supreme

Court in the case of Awadesh Kumar Bhatnagar v/s the Gwalior Rayon Silk MFG. Weaving Ltd. and anr. reported in 1972 (II) LLJ 143.

I have carefully perused the records of the case. I have also considered various legal submissions made by the Ld. Representatives appearing for the respective parties.

While discussing the Issue Nos. 1 & 5, I have already held that the Party I is a "Workman" within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947. Further the evidence on record indicates that the Workman was appointed as Asstt. Store & Supplier from 20-04-1981 and his services was confirmed vide letter dated 10-10-1983 duly signed by the Managing Director of the Party II(1). The evidence on records also indicates that the services of the Workman were terminated by the Personal Manager of the Party II w. e. f. 26-04-2005 vide his letter of termination dated 21-04-2005. It is the contention of the Ld. Representative, Shri P. Gaonkar appearing for the Workman that the Personal Manager of the Employer has no right to sign the said letter of termination and hence the termination is illegal. It is therefore, necessary to examine the rules which governs the service conditions of the Workman. It is the contention of the Workman that the Employer do not possess its own certified standing order and hence the Industrial Employment (Standing Order) Act, 1946 is applicable to the present case. The Ld. Adv., Shri G. B. Kamat denied the aforesaid contention of the Workman and submitted that the Industrial Employment (Standing Order) Act, 1947 is not applicable to the Employer which is a residential hotel and relied upon a decision of Shri Laru Toraskar v/s Taj Holiday Village & anr. passed by the Hon'ble High Court of Bombay disposing off its Writ Petition No. 81/2009. I have carefully perused the said decision of the Hon'ble High Court of Bombay. In my opinion, the principle laid down in the said decision is squarely applicable to the present case. Hence, I hold that the Industrial Employment (Standing Order) Act, 1946 is not applicable to the present case, but Service Rule/House Rule at Exb. EW2/1 is applicable to the present case. On perusal of the said Service Rule/House Rule on record at Exb. EW2/1, the Personnel Manager who was authorized by Smt. Anju Timblo, the Managing Director of the Party II(1) is competent person to sign the letter of termination. Hence the termination letter issued to the Workman vide letter dated 21-04-2005 duly signed by the Personnel Manager of the Employer is legal and valid and there is nothing wrong in it.

The Ld. Adv., Shri G. B. Kamat also relied upon a decision of Apex Court in the case of Awadesh Kumar Bhatnagar v/s The Gwalior Rayon Silk Mfg. weaving Ltd. & anr. reported in 1972 (2) LLJ 143, wherein it has been held that the authorization given under a document is comprehensive enough to constitute him as a person authorized by the manager and as such he is a manager under clause 1 (a) of the standing order and hence being a competent person, he can pass the order of discharge under Clause 12(4) of the standing order. The law laid down by the Hon'ble Apex Court is also applicable in the present case. In view of the above, I do not find any merits in the submissions made by Ld. Shri P. Gaonkar appearing for the Workman that the Employer being a Company incorporated under the Companies Act, 1956 and hence mere authorization is not enough. Hence I hold that the Personnel Manager is/was competent to sign the termination order of the Workman in terms of the Service Rule/House Rule and the authorization issued to him by the Managing Director is valid document.

Hence I hold that the Party I failed to prove that the Personnel Manager of the Employer was not competent to sign the termination order.

Issue No. 3: The Workman in his statement of claim alleged that the matter in connection with the payments of bonus is pending before the industrial tribunal for adjudication and his termination without complying the Section 33 of the Industrial Disputes Act, 1947 is illegal, unjustified and bad in law. Since, the Employer vide its written statement denies the aforesaid fact. The burden was put to prove the aforesaid fact on the Workman by framing the present issue No. 3.

The evidence on record clearly indicates that the Workman has miserably failed to produce on record any evidence either oral or documentary to prove the aforesaid issue. Hence, in the absence of any evidence on record, I have no other option rather than to hold that the Workman failed to prove that the termination order is illegal for non-payment of legal dues or non compliance of Sec. 33-C of the Industrial Disputes Act, 1947.

Issue No. 4 : The Workman further challenged his order of termination by stating that the termination order. is malafide, illegal, unjustified and bad in law since at the time of termination of his services, the Employer failed to pay retrenchment compensation to the Workman, no permission of the appropriate Government as required under Chapter V B of the Industrial Dispute Act was obtained, no enquiry was conducted. The

Ld. Representative, Shri P. Gaonkar representing the Workman submitted that the Party I was the confirmed Workman working with the Employer for the last several years. He submitted that the Party I was sincere and dedicated to his work. He submitted that the Workman was issued a meritorious certificates by the Employer. He submitted that inspite of the above facts, services of the Workman was terminated by the Employer without following the provisions of the Industrial Dispute Act, by pointing out Sec. 25F of the Industrial Disputes Act, 1947.

On the contrary, the Ld. Adv., Shri G. B. Kamat representing the Employer submitted that the Party I was not a Workman within the meaning of Section 2(s) of the Industrial Dispute Act, 1947 and hence the provisions of the Industrial Disputes Act are not applicable in the present case.

I have carefully perused the records of the case also considered various oral as well as written submissions made by the representatives of the respective parties.

While discussing the Issue Nos. 1 & 5 I have already held the Party I is a "Workman" within the meaning of Sec. 2(s) of the Industrial Dispute Act and hence the Employer is bound to follow the provisions of the Industrial Disputes Act, 1947 and any acts or omissions on behalf of the Employer which is contrary to the said Act will be illegal, null and void. On carefully perusal of the termination order issued to the Workman by the Employer thereby terminating the services of the Workman on record at Exhibit W/4, it is noticed that the Employer has terminated the services of the Workman w.e.f. 26-04-2005 by paying him notice pay, gratuity, salary and unpaid leave salary without mentioning any reasons. The said termination order at Exhibit W/4 does not show that the services of the Workman has been terminated either on account of misconduct of the Workman or on account of retrenchment. The Employer, however in the written statement filed by them in the present proceeding at Exhibit 15 justified his action of terminating the services of the Workman by alleging that the Party I is not a workman.

It is not the case of the Employer that the services of the Workman has been terminated on account of the misconduct committed by him. Hence, the Employer was not bound to conduct any enquiry pertaining to the misconduct. On the other hand, it appears that the services of the workman has been terminated on account of retrenchment. It is therefore, necessary that the

Employer shall bound to follow the provisions of Section 25F, 25G & 25H of the Industrial Disputes Act, 1947 which are condition precedent for a valid retrenchment.

Sec. 25F of the Industrial Disputes Act, 1947 reads as under:

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until—

(a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

(b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days of average pay (for every completed period of service) or any part thereof in excess of six months; and

(c) Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette.)

In the instant case, the evidence on record indicates that the Workman has been paid one month pay in lieu of notice, his gratuity, salary and unpaid leave salary only. The evidence on record indicates that the Employer has failed to pay retrenchment compensation to the Workman and also failed to serve a notice in the prescribed manner on the appropriate Government at the time of termination of services of the Workman inspite of the fact that the Workman was working continuously for more than 24 years with the Employer. Thus, the termination order issued to the Workman is contrary to the sub-section (b) & (c) of Section 25F of the Industrial Disputes Act, 1947.

The Management's second witness, Smt. Zarine Lobo in her cross examination, also admits that at the time of termination of services of the workman no seniority list in the said category was prepared and displayed on the Notice Board of the Employer. This clearly shows that the Employer has violated the Section 25G as well as 25H of the Industrial Disputes Act, 1947.

Though the Workman in his statement of claim alleged that the Employer has not obtained the permission of the appropriate Government as required under Chapter VB of the Industrial

Dispute Act. The Workman however failed to satisfy this Court as to the applicability of Chapter VB of Industrial Disputes Act, 1947 to the Employer.

In the case of *Welcome Group Searock v/s Searock Employees Union & anr.* of Hon'ble High Court of Bombay reported in 2005 (4) ALL MR 74 wherein it has been held that the definition of industrial establishment in Section 25-L of the Industrial Dispute Act provides a statutory dictionary limited in its application to Chapter V-B. The definition incorporates the meaning ascribed to the expression "Factories in Section (m) of the Factories Act. Since Section 2(m) specifically excludes a hotel there can be no gain saying the fact that a hotel does not constitute a factory under Section 2-M of the Factories Act and therefore a Hotel is not an industrial establishment for the purpose of Chapter V-B of the Industrial Dispute Act. The said decision is squarely applicable in this case also. Hence, I hold that the Chapter V-B of the Industrial Disputes Act, 1947, is not applicable to the Employer and hence the allegations that before termination of the service of the workman, the Employer has not obtained the permission of the appropriate government in accordance with Chapter V-B of the Industrial Dispute Act is without any merits.

Thus the evidence on record clearly proves that the termination order dated 21-04-2005 issued to the Workman (Exb. W/4) is in violation of the mandatory provisions i. e. Sec. 25F, 25G & 25H of the Industrial Disputes Act, 1947.

I therefore hold that the termination order dated 21-04-2005 at Exhibit W/4 thereby terminating the services of the Workman is illegal, unjustified and bad in law.

The evidence on record clearly indicates that the Workman is unemployed since his termination and could not succeed in getting any employment. The Workman is therefore entitled for reinstatement with full back wages and continuity in services with the Employer.

In view of the above discussions and with regards to the facts and circumstances of the case, I proceeded ahead to adjudicate the reference as under:

ORDER

1. It is hereby held that the action of the management of M/s Cidade de Goa Unit, Unit of Fomento Resorts & Hotels Ltd. Dona Paula-Goa

in terminating the services of their workman, Shri Suresh Falkar, Senior Accounts Supervisor w. e. f. 26-04-2005 is illegal & unjustified.

2. The workman, Shri Suresh Falkar, Sr. Accounts Supervisor, is entitled to reinstatement in services of the Party II with full back wages and continuity of services and all consequential benefits.

No order as to Costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

State Directorate of Craftsmen Training

Order

No. 5/18/SDCT/TRG/09/10332

Sub: Constitution of Skilled Development
Missions

Ref.: D.O. letter No. Q-19019/2/08/LEM/LP
(Vol.II)(Pt.) dated 24-08-2009 from
Planning Commission, New Delhi.

Whereas Directorate General of Employment & Training under Ministry of Labour & Employment (MoLE), Government of India in pursuance of excellence in Vocational Training has developed a new strategic framework for Skill Development in close consultation with Industry, State Government & Experts.

And whereas skill development is concerned with imparting acquisition of knowledge, skill & attitudes immediately before, during & between the periods of work. While basic literacy is must, skill development is necessary for growth of the individuals as well as the country, skill development also contributes in enhancing individual's employability and ability to adapt to changing technologies and labour market demands. It also improves productivity and living standards of the people & competitiveness of the Country.

And whereas India's 11th plan indicate that generation of productive and gainful employment with decent working condition on a sufficient scale to absorb our growing labour force must form a critical element in the strategy for achieving inclusive growth. The thrust is given on creating pool of adequately skilled personnel in appropriate numbers, in line with the requirement of ultimate

users and enhanced quality training of the labour force. The Ministry of Labour and Employment (MoLE) in partnership with International Labour Organisation (ILO) have developed a National Skill Development Policy. Hon'ble Prime Minister desires that State Level Missions be constituted under the Chairmanship of Hon'ble Chief Minister for effective implementation of the National Skill Development Policy at the State Level.

Now, therefore, the State Government is pleased to constitute Skill Development Mission under the Chairmanship of Hon'ble Chief Minister of Goa. The constitution and mandate of the Skill Development Mission is as under:

A. The State Level Skill Development Mission.

- | | |
|---|--------------------------|
| 1. Hon'ble Chief Minister,
Government of Goa | ... Chairman. |
| 2. Hon'ble Minister,
(Craftsmen Training) | ... Vice-
-Chairman. |
| 3. Chief Secretary of
Government of Goa | ... Member. |
| 4. Development Commissioner | ... Member. |
| 5. Secretary (Finance) | ... Member. |
| 6. Secretary (Craftsmen Training) | ... Member. |
| 7. Secretary (Labour) | ... Member. |
| 8. Secretary (Industries) | ... Member. |
| 9. Secretary (Education) | ... Member. |
| 10. Chairman (CII) | ... Member. |
| 11. President (GCCCI) | ... Member. |
| 12. President (GSIA) | ... Member. |
| 13. Director (State Directorate of
Craftsmen Training) | ... Member
Secretary. |

B. Mandate of Skill Development Mission.

1. The mission shall devise the policy of Skill Development for the State, monitor the implementation of the policies, suggest the changes as and when the necessary and promote the participation of Corporate Sector.
2. This mission shall also guide the concerned Directorate for optimum utilization of available Infrastructure.
3. Setting up priority and policy planning-statistics gathering.
4. Providing regulatory framework and enabling environment for stake holders.
5. Devising financing mechanism, reward and promotional framework.

6. Capacity building of social partners.
7. Setting up of monitoring evaluation and dissemination of information.
8. Facilitating international co-operation.
9. Setting up of a qualification framework and quality assurance mechanism.
10. Preparation of work plans to meet sector specific skill sets.
11. Policy decision to minimize the skill gap.
12. Devise the skill policy for members of SC/ST//Minority/BPL/Women category.

The meeting of the Skill Development Mission shall be as frequently as may be felt necessary and otherwise at least once in three months.

The non-official members who attend the meeting shall be paid a fixed honorarium of Rs. 400/- (Rupees four hundred only) per meeting and no other TA/DA shall be payable.

This issues in compliance of the Government of India guidelines conveyed vide D.O. letter No. Q-19019/2/08/LEM/LP (Vol.II)(Pt.) dated 24-08-2009 from Planning Commission, New Delhi, Administrative Approval & Concurrence of the Finance Department at the State Level vide its U.O. No. 5489 dated 12-10-09.

By order and in the name of the Governor of Goa.

Aleixo F. Da Costa, State Director of Craftsmen Training and ex officio Joint Secretary..

Panaji, 9th December, 2009.

Department of Mines

Directorate of Mines & Geology

Order

No. 01/199/09-Mines/3330

The Government is pleased to constitute a Co-ordination-cum-Empowered Committee under the Chairmanship of Chief Secretary for the purpose of regulating the mining activities in the State of Goa.

The other members of the Committee are as following:

- | | |
|--|-------------------------|
| 1. Secretary (Mines) | ... Member
Convenor. |
| 2. Chief Conservator of Forests | ... Member. |
| 3. Chief Engineer,
Water Resources Department | ... Member. |

4. Collector, North Goa District ... Member.
5. Superintendent of Police, ... Member.
North Goa District, Panaji-Goa
6. Collector, South Goa District ... Member.
7. Superintendent of Police, ... Member.
South Goa District, Margao-Goa
8. Regional Controller of Mines, ... Member.
Indian Bureau of Mines
9. Member Secretary, ... Member.
Goa State Pollution Control
Board
10. Director of Mines & Geology ... Member
Secretary.

The terms of reference of the above Committee shall be as under:

1. To effect co-ordination with Revenue Department for managing the land for purposes of mineral concessions.
2. To ensure that clearances/NOCs/approvals are given by Forest, Environment and other Departments in a streamlined way.
3. To monitor process of approval of mineral concessions and compliance with concession conditions.
4. To ensure building up of a computerized database, effectively integrated with other State Level databases.
5. To issue directions for setting up joint teams of officials for conducting inspections in specified areas in which illegal mining is suspected and to ensure effective cessation of illegal mining.
6. To activate State Enforcement Machinery for checking illegal mining in non-grant areas.
7. To strengthen the revenue intelligence relating to commercial taxes, transport, mining royalty etc.
8. Verification of mineral trading and storage plots as well as mining boundaries.
9. To develop a mechanism for integrated monitoring of information on movement of trucks/vehicles/barges from mining areas/ loading points to ports and correlating the same with the production data in order to capture any spurt in the mining activity.
10. Compulsory registration of all the end users and issue of directives to the end user to

mandatorily check the payment of royalty before purchase/export of ore with penalties for violation.

Committee shall co-opt any other member as deemed fit.

This issues with approval of the Government.

Raajiv Yaduvanshi, Secretary (Mines).

Porvorim, 29th December, 2009.



Department of Personnel

Order

No. 7/12/2009-PER

In pursuance of the Government of India, Ministry of Environment and Forests, New Delhi Office, Order No. 46011/1/2000-IFS-I dated 13-08-2009, the Governor of Goa is pleased to appoint Shri G. Kumar, IFS (AGMUT: 88) as Deputy Conservator of Forests, North Goa Division with immediate effect, thereby relieving Dr. G. Trinadh Kumar, IFS, Deputy Conservator of Forests (Working Plan) of the additional charge.

Shri G. Kumar, IFS (AGMUT: 88), has reported to this Administration on 22-09-2009 (b. n.) and was awaiting posting.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 1st January, 2010.

Order

No. 7/9/2009-PER

In pursuance of the Government of India, Ministry of Environment and Forests, New Delhi Office, Order No. 22011/1/2009-IFS-I (AGMUT) dated 19-08-2009, the Governor of Goa is pleased to appoint Ms. Rakhi Nanda, IFS Probationer as Assistant Conservator of Forests (Central Mobile) with immediate effect.

Ms. Rakhi Nanda, IFS Probationer, has reported to this Administration on 03-09-2009 (a. n.) and was awaiting posting.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 1st January, 2010.

Notification

No. 7/6/99-PER(P. F.)

Read: 1) Notification No. 7/6/99-PER(P. F.) dated 16-10-2009.

In partial modification of the Notification of even number dated 16-10-2009 read above, the department viz. 'Power' hitherto being looked after by Shri Rajeev Verma, IAS (AGMUT: 92), Secretary (Power) shall stand allotted to Shri S. Kumaraswamy, IAS (AGMUT: 91), Secretary (Labour) and the department viz. 'Official Language' hitherto being looked after by Shri S. Kumaraswamy, IAS (AGMUT: 91), Secretary (Labour), shall stand allotted to Shri Rajeev Verma, IAS (AGMUT: 92), Secretary (Health) with immediate effect.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 1st January, 2010.

Office Memorandum

No. 2/7/76-PER (Vol.III) (Part-I)

Read: Government of India's Notification No. 16016/06/2008-AIS-II(A) dated 24-3-2009 published in the Extraordinary Gazette of India Part II-Sec. 3 (i) dated 24th March, 2009.

In pursuance of Government of India's Notification read in preamble, wherever the 'Chief Conservator of Forest' appears on the various committees constituted by the various Departments of the Government of Goa, the said designation shall be substituted to read as 'Principal Chief Conservator of Forest/Additional Principal Chief Conservator of Forest.'

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 30th December, 2009.

Department of Public Health**Order**

No. 21/1/2002-I/PHD

On the recommendation of the Goa Public Service Commission conveyed vide their letter

No. COM/II/12/24(1)/98/319 dated 04-11-2009, Government is pleased to declare satisfactory completion of probation period of two years of Dr. Sujata Prabhugaonkar, Junior Physician under Directorate of Health Services from 11-01-2002 to 10-01-2004 and also to confirm her against the post.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health-II).

Porvorim, 4th January, 2010.

Certificate

No. 45/4/2009-I/PHD

Read: 1) Memorandum No. 45/4/2009-I/PHD dated 11-08-2009.

2) Government Order No. 45/4/2009-I/PHD dated 18-08-2009.

Certified that the character and antecedents of Dr. Poonam Kamat, Junior ENT Surgeon under Directorate of Health Services has been verified by the District Magistrate, South Goa and nothing adverse has come to the notice of the Government. She has also been declared as medically fit by the Medical Board, Goa Medical College.

Paula Fernandes, Under Secretary (Health-II).

Porvorim, 4th January, 2010.

Certificate

No. 7/16/88-I/PHD

Read: 1) Memorandum No. 7/16/88-I/PHD dated 11-09-2009.

2) Government Order No. 7/16/88-I/PHD dated 18-09-2009.

3) Government Order No. 7/16/88-I/PHD dated 07-10-2009.

Certified that the character and antecedents of following Orthopaedic Surgeons under Directorate of Health Services have been verified by the District Magistrate, South Goa and nothing adverse has come to the notice of the Government. They have also been declared as medically fit by the Medical Board, Goa Medical College.

1) Dr. Sainath Vishwas Naik Vaigankar.

2) Dr. Sidharth Shripada Singbal.
Paula Fernandes, Under Secretary (Health-II).
 Porvorim, 4th January, 2010.

Certificate

No. 45/1/2009-I/PHD

Read: 1) Memorandum No. 45/1/2009-I/PHD dated 10-08-2009.

2) Government Order No. 45/1/2009-I/PHD(A) dated 02-09-2009.

Certified that the character and antecedents of Dr. Manchali M. Velip, Medical Officer under Directorate of Health Services has been verified by the District Magistrate, South Goa and nothing adverse has come to the notice of the Government. She has also been declared as medically fit by the Medical Board, Goa Medical College.

Paula Fernandes, Under Secretary (Health-II).
 Porvorim, 4th January, 2010.

Corrigendum

No. 13/25/2002-I/PHD(A)

Read: Government Order No. 13/25/2002-I/PHD(A) dated 07-12-2009.

In the first para of the Government Order cited above, the pay scale indicated in the fifth line shall be substituted to read as "PB—2 Rs. 9,300-34,800 + Grade Pay of Rs. 4,200/-" instead of 'Pay Band—2 Rs. 5,200-20,200 + Grade Pay Rs. 2,800/-'.

Rest of the contents remain unchanged.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health-II).
 Porvorim, 4th January, 2010.

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Department of Public Works

Office of the Principal Chief Engineer

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Order

No. 40/2/2009/PCE-PWD-ADM(II)/07

Government is pleased to order the transfer of the following Assistant Engineer/Assistant Surveyor of Works (Civil) in this Department and

post them at the places shown against their names in column No. 4 below with immediate effect.

Sr. No.	Name	From	To
1	2	3	4
1.	Shri Arvind V. Karmadi	Assistant Surveyor of Works, Division I (Bldgs.), Panaji	As Assistant Engineer, Sub-Division IV, Division XVI (Bldgs.), Valpoi vice Shri B. S. Naik Alornekar transferred.
2.	Shri B. Shripad Naik Alornekar	Assistant Engineer, Sub-Division IV, Division XVI (Bldgs.), Valpoi	As Assistant Surveyor of Works, Division I (Bldgs.), Panaji vice Arvind Karmadi transferred.

No TA/DA or joining period is admissible since the transfers are ordered at their own request.

By order and in the name of the Governor of Goa.

A. M. Wachasundar, Principal Chief Engineer, PWD & ex officio Addl. Secretary.

Panaji, 5th January, 2010.

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Department of Revenue

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Notification

No. 23/42/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. L. A. for expansion of Sewerage Treatment Plant-Margao and Providing Buffer Zone.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition.

Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Deputy Collector (L.A.), South Goa, Margao to perform the functions of a Collector, South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao-Goa.
2. The Deputy Collector (L.A.), South Goa, Margao.
3. The Executive Engineer, WD-XXI (PHE), PWD, Fatorda, Margao-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Deputy Collector (L.A.), South Goa, Margao for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Salcete

Village: Navelim

Survey No./ Sub-Div. No.	Names of the persons interested	Approx. area in sq. mts.
1	2	3
204 1	O: Juvencio Ivo Baretto.	7000.00
2	O: Comunidade of Margao. T: Antonetta D'Silva.	3700.00

1	2	3
3	O: Comunidade of Margao.	3250.00
	T: Minguelina D'Silva.	
4	O: Comunidade of Margao.	6550.00
	T: Bonapan Cruz D'Silva.	
	T: Domnic Marian D'Silva.	
5	O: Comunidade of Margao.	5475.00
	T: Rosalina Fernandes.	
6	O: Comunidade of Margao.	1900.00
	T: Dumiana Rodrigues.	
7	O: Comunidade of Margao.	1525.00
	T: Santano Rato.	
8	O: Comunidade of Margao.	1500.00
	T: Cristalina Costa.	
	T: Caetano Francisco Rato.	
	T: Natalina Rato.	
	T: Rosalina Rato.	
	T: Felix Rato.	
	T: Veronica Rato.	
	T: Lino Rodrigues.	
9	O: Rafelina D'Silva.	5475.00
10	O: Comunidade of Margao.	2625.00
	T: Pascoala Fernandes.	
11	O: Comunidade of Margao.	2875.00
	T: Minguelina D'Silva.	
12	O: Comunidade of Margao.	2875.00
	T: Pedro Joao Sequeira.	
201 1	O: Comunidade of Margao.	2600.00
	T: Pedro Santano Baretto.	
2	O: Comunidade of Margao.	2750.00
	T: Piedade Vaz.	
3	O: Juliet Josefina Vaz.	2700.00
	O: Godwin Vaz.	
4	O: Comunidade of Margao.	3125.00
	T: Guilhermina Pereira.	
5	O: Comunidade of Margao.	2400.00
	T: Jejuina Fernandes.	
6	O: Comunidade of Margao.	5775.00
	T: Apolonio Tome Orsulo da Dilva. Santano Fidelis Rosada Silva.	
	T:	
7	O: Comunidade of Margao.	2600.00
	T: Quiterina Fernandes.	
8	O: Comunidade of Margao.	3175.00
	T: Joao Rosario Fernandes.	
9	O: Joseph William D'Costa.	2800.00
	O: Dorotina Baretto.	
	O: Francisco Xavier D'Costa.	
	O: Valancy Xavera D'Costa.	
10	O: Jose Inacio Braganza.	2625.00
11	O: Comunidade of Margao.	5400.00
	T: Camilo Rosario Fernandes.	

1	2	3	1	2	3
12	O: Comunidade of Margao.	125.00		O: Francisco Antonio	
13	O: Comunidade of Margao.	4925.00		Fernandes.	
	T: Wenis Rato.		13	O: Comunidade of Margao.	150.00
	T: Pedro Diniz Pereira.		14	O: Comunidade of Margao.	225.00
14	O: Comunidade of Margao.	4925.00		T: Dumiana Rodrigues.	
	T: Sebastiao Francisco		15	O: Francisco Antonio	325.00
	D'Silva.			Fernandes.	
200 1	O: Comunidade of Margao.	2575.00		O: Francisco Antonio	
	T: Antonio Pinto.			Fernandes.	
2	O: Comunidade of Margao.	2225.00		O: Francisco Antonio	
	T: Espertin D'Costa.			Fernandes.	
3	O: Comunidade of Margao.	7000.00		O: Francisco Antonio	
	T: Alexio Fernandes.			Fernandes.	
4	O: Comunidade of Margao.	75.00	16	O: Comunidade of Margao.	400.00
	T: Dumiana Rodrigues.			T: Dumiana Rodrigues.	
5	O: Francisco Antonio	150.00	17	O: Francisco Antonio	750.00
	Fernandes.			Fernandes.	
	O: Francisco Antonio			O: Francisco Antonio	
	Fernandes.			Fernandes.	
	O: Francisco Antonio			O: Francisco Antonio	
	Fernandes.			Fernandes.	
6	O: Comunidade of Margao.	150.00	18	O: Comunidade of Margao.	375.00
	T: Dumiana Rodrigues.			T: Dumiana Rodrigues.	
7	O: Francisco Antonio	250.00	19	O: Francisco Antonio	800.00
	Fernandes.			Fernandes.	
	O: Francisco Antonio			O: Francisco Antonio	
	Fernandes.			Fernandes.	
	O: Francisco Antonio			O: Francisco Antonio	
	Fernandes.			Fernandes.	
	O: Francisco Antonio			O: Francisco Antonio	
	Fernandes.			Fernandes.	
	O: Francisco Antonio		20	O: Comunidade of Margao.	475.00
	Fernandes.			T: Dumiana Rodrigues.	
	O: Francisco Antonio		21	O: Francisco Antonio	100.00
	Fernandes.			Fernandes.	
8	O: Comunidade of Margao.	1550.00		O: Francisco Antonio	
9	O: Francisco Antonio	1235.00		Fernandes.	
	Fernandes.			O: Francisco Antonio	
	O: Francisco Antonio			Fernandes.	
	Fernandes.			O: Francisco Antonio	
	O: Francisco Antonio			Fernandes.	
	Fernandes.		205 1	O: Maria Candida Rai	750.00
	O: Francisco Antonio			Mundo Fernandes	
	Fernandes.			Pereira.	
10	O: Comunidade of Margao.	1650.00	5 part	O: Comunidade of Margao.	30.00
	T: Dumiana Rodrigues.		6	O: Joao Francisco Pereira.	475.00
11	O: Joao Francisco Pereira.	3125.00	206 1	O: Joao Francisco Pereira.	1750.00
12	O: Francisco Antonio	525.00	15 part	O: Comunidade of Margao.	30.00
	Fernandes.		16	O: Joao Francisco Pereira.	3675.00
	O: Francisco Antonio		199 1 part	O: Joao Filip Piedade Silva.	375.00
	Fernandes.		3 part	O: Comunidade of Margao.	1085.00
	O: Francisco Antonio			T: Felicida de Gomes.	
	Fernandes.			T: Itor Carvalho.	

1	2	3	1	2	3
4	O: Comunidade of Margao.	400.00	12 part	O: Comunidade of Margao.	850.00
5 part	O: Comunidade of Margao. T: Francis Xavier Coutinho.	930.00		O: The Executive Engineer, WD XIV (NH), Fatorda.	
6 part	O: Josinho Dias.	1060.00		T: Teotonio D'Sliva.	
	O: The Executive Engineer, WD XIV (NH), Fatorda.			T: Gavino D'Sliva.	
7 part	O: Amisha Vidhyanand Amonkar.	1035.00	13 part	O: Comunidade of Margao.	1588.00
	O: Pushpalata Shanker Amonkar.			O: The Executive Engineer, WD XIV (NH), Fatorda.	
	Jayant V. Shirodkar.			T: Bernad Furtado.	
	O: Anju Amonkar.		15 part	O: Comunidade of Margao.	1760.00
	O: Vidhyanand Shanker Naik.			O: The Executive Engineer, WD XIV (NH), Fatorda.	
	O: Amonkar.			T: Itor Fernandes.	
	O: Amisha Vidyanand Amonkar.		16 part	O: Falino A. D'Costa.	2000.00
	O: Madavi Amonkar.			O: The Executive Engineer, WD XIV (NH), Fatorda.	
	O: Mahesh Shanker Amonkar.		17 part	O: Namita Mahesh Amonkar.	930.00
	O: Ajay S. Goveker.			O: Vidhyanand Shanker Naik Amonkar.	
	O: The Executive Engineer, WD XIV (NH), Fatorda.			O: Amisha Vidhyanand Amonkar.	
8 part	O: Comunidade of Margao.	1295.00		O: Ajay S. Goveker.	
	O: The Executive Engineer, WD XIV (NH), Fatorda.			O: Jayant V. Shirodkar.	
	T: Amina Fernandes.			O: Pushpalata Shanker Amonkar.	
9	O: Anju Amonkar.	1345.00		O: Mahesh Shanker Amonkar.	
	O: Namita Mahesh Amonkar.			O: Madavi Amonkar.	
	O: Pushpalata Shanker Amonkar.			O: Anju Amonkar.	
	O: Ajay S. Goveker.			O: The Executive Engineer, WD XIV (NH), Fatorda.	
	O: Madavi Amonkar.		18 part	O: Comunidade of Margao.	1050.00
	O: Jayant V. Shirodkar.			O: The Executive Engineer, WD XIV (NH), Fatorda.	
	O: Vidhyanand Shanker Naik.			T: Antoneta Diniz.	
	O: Amonkar.		19 part	O: Comunidade of Margao.	980.00
	O: Mahesh Shanker Amonkar.			O: The Executive Engineer, WD XIV (NH), Fatorda.	
	O: Amisha Vidhyanand Amonkar.			T: Rita Maria Fernandes.	
	O: The Executive Engineer, WD XIV (NH), Fatorda.		20 part	O: Benedito Filomena Fernandes.	970.00
10 part	O: Comunidade of Margao.	1455.00		O: The Executive Engineer, WD XIV (NH), Fatorda.	
	O: The Executive Engineer, WD XIV (NH), Fatorda.		198 2 part	O: Comunidade of Margao.	495.00
	T: Cristalina Costa.			T: Madelena Gomes.	
	T: Caetano Francisco Rato.		3 part	O: Comunidade of Margao.	80.00
	T: Natalino Rato.		4	O: Comunidade of Margao.	525.00
	T: Rosalinha Rato.			O: The Executive Engineer, WD XIV (NH), Fatorda.	
	T: Felix Rato.			T: Magdalena Gomes.	
	T: Veronica Rato.		5 part	O: Comunidade of Margao.	490.00
	T: Lino Rodrigues.			T: Augustinho Rodrigues.	
11 part	O: Comunidade of Margao.	845.00	6	O: Comunidade of Margao.	700.00
	O: The Executive Engineer, WD XIV (NH), Fatorda.			O: The Executive Engineer, WD XIV (NH), Fatorda.	
	T: Jose Francisco.			T: Augustinho Rodrigues.	

1	2	3	1	2	3
	7 part	O: Comunidade of Margao. 480.00 T: Piedade Gomes.		O: Madavi Amonkar. O: Ajay S. Goveker. O: Pushpalata Shanker Amonkar. O: Anju Amonkar. O: Jayant V. Shirodkar. O: Mahesh Shanker Amonkar.	
	8	O: Comunidade of Margao. 600.00 T: Piedade Gomes.			
	9 part	O: Comunidade of Margao. 490.00 T: Lazaries Gomes.			
	10 part	O: Comunidade of Margao. 545.00 T: Lazario Gomes.			
	11 part	O: Comunidade of Margao. 1008.00 T: Luis D'Souza.	10	O: Comunidade of Margao. 3350.00 T: Cristalina Costa. T: Caitano Francisco Rato. T: Natalino Rato. T: Rosalinha Rato. T: Felix Rato. T: Veronica Rato. T: Lino Rodrigues.	
	12 part	O: Comunidade of Margao. 620.00 T: Luis D'Souza.			
	13 part	O: Comunidade of Margao. 510.00 T: Custodio Cardoz.			
	14 part	O: Comunidade of Margao. 60.00 T: Custodio Cardoz.			
	15 part	O: Comunidade of Margao. 415.00 T: Leonor Pereira.	11	O: Comunidade of Margao. 1850.00 T: Jose Francisco.	
	17 part	O: Comunidade of Margao. 270.00 T: Arnalfo D'Souza.	12	O: Comunidade of Margao. 1750.00 T: Teotonio D'Sliva. T: Gavino D'Sliva. T: Sacramento D'Sliva.	
	19 part	O: Comunidade of Margao. 110.00 T: Manuêlo Xavier Pereira.			
190	1	O: Comunidade of Margao. 400.00	13	O: Comunidade of Margao. 3450.00 T: Bernado Furtado.	
	2	O: Joao Filip Piedade Silva. 800.00			
	3	O: Silvia Eliza Da Piedade Silva. 800.00	14	O: Comunidade of Margao. 2825.00 O: The Executive Engineer, WD XIV (NH), Fatorda. T: Itor Fernandes.	
	4	O: Comunidade of Margao. 3925.00 T: Felicida de Gomes. T: Itor Carvalho.	191	1	O: Comunidade of Margao. 400.00 O: The Executive Engineer, WD XIV (NH), Fatorda.
	5	O: Comunidade of Margao. 3125.00 T: Francis Xavier Coutinho.			
	6	O: Josinho Dias. 3050.00	2 part	O: Falino A. D'Costa. 3500.00 O: The Executive Engineer, WD XIV (NH), Fatorda.	
	7	O: Jayant V. Shirodkar. 2925.00 O: Madavi Amonkar. O: Namita Mahesh Amonkar. O: Vidhyanand Shanker Naik Amonkar. O: Amisha Vidhyanand Amonkar. O: Mahesh Shanker Amonkar. O: Ajay S. Goveker. O: Pushpalata Shanker Amonkar. O: Anju Amonkar.	3 part	O: Vidhyanand Shanker Naik Amonkar. 1400.00 O: Amisha Vidhyanand Amonkar. O: Namita Mahesh Amonkar. O: Anju Amonkar. O: Jayant V. Shirodkar. O: Pushpalata Shanker Amonkar. O: Ajay S. Govekar. O: Madavi Amonkar. O: Mahesh Shanker Amonkar. O: The Executive Engineer, WD XIV (NH), Fatorda.	
	8	O: Comunidade of Margao. 3275.00 T: Amina Fernandes.	4 part	O: Comunidade of Margao. 1300.00 O: The Executive Engineer, WD XIV (NH), Fatorda. T: Antoneta Diniz.	
	9	O: Vidhyanand Shanker Naik Amonkar. 2975.00 O: Amisha Vidhyanand Amonkar. O: Namita Mahesh Amonkar.	5 part	O: Comunidade of Margao. 990.00	

1	2	3	1	2	3
	O: The Executive Engineer, WD XIV (NH), Fatorda. T: Rita Maria Fernandes.		16	O Comunidade of Margao. T: Florencia Caterina Rodrigues.	175.00
6 part	O: Comunidade of Margao. O: The Executive Engineer, WD XIV (NH), Fatorda. T: Benedit Filomeno Fernandes.	780.00	17	O: Comunidade of Margao. T: Pedro Paulo Pereira.	150.00
7 part	O: Comunidade of Margao. O: The Executive Engineer, WD XIV (NH), Fatorda. T: Magdalena Gomes.	530.00	18	O: Comunidade of Margao.	225.00
8 part	O: Comunidade of Margao. O: The Executive Engineer, WD XIV (NH), Fatorda. T: Augustinho Rodrigues.	330.00	19	O Comunidade of Margao. T: Florencia Catarina Rodrigues.	2600.00
9 part	O: Comunidade of Margao. O: The Executive Engineer, WD XIV (NH), Fatorda. T: Piedade Gomes.	70.00	20	O: Comunidade of Margao. T: Lucian Gomes.	2825.00
189 1	O: Eliza Da Piedade Silva.	3250.00	21	O: Assis Fernandes.	2850.00
2	O: Comunidade of Margao. T: Pedro Paulo Pereira.	900.00	22	O: Terezinha Cardozo.	3050.00
3	O: Comunidade of Margao. T: Florencia Catarina Rodrigues.	525.00	23	O: Comunidade of Margao. O: The Executive Engineer, WD XIV (NH), Fatorda. T: Joaquim Castana.	5300.00
4	O: Comunidade of Margao. T: Pedro Paulo Pereira.	575.00	24 part	O: Conceicao Goes. O: The Executive Engineer, WD XIV (NH), Fatorda.	1070.00
5	O: Comunidade of Margao. T: Florencia Caterina Rodrigues.	475.00	187 2 part	O: Comunidade of Margao. O: The Executive Engineer, WD XIV (NH), Fatorda.	100.00
6	O: Comunidade of Margao. T: Pedro Paulo Pereira.	575.00	3 part	O: Comunidade of Margao. O: The Executive Engineer, WD XIV (NH), Fatorda. T: Joaquim Castana.	100.00
7	O: Comunidade of Margao. T: Florencia Caterina Rodrigues.	475.00	1 part	O: Silira Eliza Piedade Silva. O: The Executive Engineer, WD XIV (NH), Fatorda.	90.00
8	O: Comunidade of Margao. T: Pedro Paulo Pereira.	475.00	208 1 part	O: Jamnadas D. Saglani.	620.00
9	O: Comunidade of Margao. T: Florencia Caterina Rodrigues.	425.00	209 1	O: Smt. Philip Piedade Coutinho alias Felicidade Coutinho. O: Smt. Guilhermina Gomes E. Coutinho.	7525.00
10	O: Comunidade of Margao. T: Pedro Paulo Pereira.	475.00	2	O: Comunidade of Margao. T: Jose Dias. T: Conceicao Menino Paulo Dias. T: Camilo Dias.	1125.00
11	O: Comunidade of Margao. T: Florencia Caterina Rodrigues.	425.00	3 part	O: Minguelina D'Silva.	4460.00
12	O: Comunidade of Margao. T: Pedro Paulo Pereira.	425.00	6	O: Comunidade of Margao. T: Estefina Colaco.	275.00
13	O Comunidade of Margao. T: Florencia Caterina Rodrigues.	650.00	7	O: Comunidade of Margao.	3025.00
14	O: Comunidade of Margao. T: Pedro Paulo Pereira.	50.00	8 part	O: Comunidade of Margao. T: Estefina Colaco.	2100.00
15	O Comunidade of Margao. T: Florencia Caterina Rodrigues.	100.00	9	O: Comunidade of Margao. T: Pedro Joao Sequeira.	325.00
			10 part	O: Comunidade of Margao. T: Pedro Joao Sequeira.	2172.00
			11	O: Georgina Pereira.	825.00
			12 part	O: Georgina Pereira.	4345.00
			13	O: Comunidade of Margao. T: Maria Santana Baretto.	400.00

1	2	3
14 part	O: Comunidade of Margao.	2160.00
	T: Maria Santana Baretto.	
15	O: Comunidade of Margao.	375.00
	T: Caitan Jose Baretto.	
16 part	O: Comunidade of Margao.	2135.00
	T: Caitan Jose Baretto.	
17	O: Comunidade of Margao.	400.00
	T: Inacina Rodrigues.	
18 part	O: Comunidade of Margao.	2245.00
	T: Inacina Rodrigues.	
19	O: Comunidade of Margao.	475.00
	T: Manuel Xavier Pereira.	
20 part	O: Comunidade of Margao.	2620.00
	T: Manuel Xavier Pereira.	
21	O: Comunidade of Margao.	200.00
	T: Pascoala Fernandes.	
22 part	O: Comunidade of Margao.	2100.00
	T: Pascoala Fernandes.	
23 part	O: Comunidade of Margao.	2100.00
	T: Minguel Rosario D'Cunha.	
210 1 part	O: Comunidade of Margao.	8550.00
	T: Maria Fatima Marinha Colaco.	
2 part	O: Comunidade of Margao.	1225.00
	T: Pudencio Dias.	
3 part	O: Comunidade of Margao.	970.00
	T: Delfina Pereira.	
4 part	O: Comunidade of Margao.	1135.00
	T: Teodolina Barretto.	
6	O: Comunidade of Margao.	125.00
	T: Paulo Bernado.	
211 1	O: Comunidade of Margao.	1675.00
	T: Bernardo Colaco.	
2	O: Comunidade of Margao.	375.00
	T: Prudencio Dias.	
3	O: Comunidade of Margao.	450.00
	T: Delfina Pereira.	
4	O: Comunidade of Margao.	600.00
	T: Teodolina Barretto.	
5	O: Comunidade of Margao.	125.00
	T: Teodolina Barretto.	
6	O: Rafaelina Fernandes.	650.00
7 part	O: Rafaelina Fernandes.	190.00
8 part	O: Comunidade of Margao.	385.00
	T: Veronica Fernandes.	
211 9 part	O: Comunidade of Margao.	45.00
	O: The Executive Engineer, WD XIV (NH), Fatorda.	

Boundaries :

North: S. No. 203/1, 203/4, City Margao,
207/16, 208/2, 206/25, 206/24,
207, 208/2, 3.

1	2	3
South:	S. No. 198/21, 198/19, 198/17, 198/15, 198/13, 198/14, 198/12, 198/10, 191/1, 191/10, 191/9, 191/7, 191/6, 191/5, 191/4, 191/3, 191/2, 187/1, 187/3, 187/4, 189/24, 211/11, 188/-, 211/8, 211/9, 211/7, 210/4, 210/3, 210/2, 210/1, Nalla.	
East :	S. No. 205/2, 205/4, 205/5, 206/2, 206/4, 5, 6, 7, 8, 25, 207, Nalla, 188, Margao City, 208/1, 209/3, 8, 10, 12, 14, 16, 18, 20, 22, 23, 201/1, 210/2, 210/3, 210/4, 211/7, 211/9, 211/8, 211/11.	
West :	S. No. 202/1, 2, 3, 199/1, 199/2, 199/3, 199/5, 199/6, 199/7, 199/8, 199/9, 199/10, 199/11, 199/12, 199/13, 199/15, 199/16, 199/17, 199/18, 199/19, 199/20, 198/2, 198/3, 198/7, 198/9, 198/11, 198/13, 198/15, 198/17, 198/19, 207, 188.	
		Total: 281378.00

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue).

Porvorim, 22nd December, 2009.

Notification

No. 23/29/2008-RD

Whereas by Government Notification No. 23/29/2008-RD dated 28-11-2008 published on pages 913-940 of Series II No. 37 of the Official Gazette, dated 11-12-2008 and in two newspapers (1) "Herald" dated 03-12-2008 (2) "Goa Doot" dated 03-12-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for construction of road from Opa Reservoir road to the house of Shri Mule at Keriya in V. P. Curti Candepar in Ponda Constituency.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the

land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Dy. Collector (Rev.), Collectorate, North Goa District, Panaji-Goa to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said the Dy. Collector (Rev.), Collectorate, North Goa District, Panaji-Goa, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Ponda Village: Candepar

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3

109/2(p) H:	1. Khushali Vishnu Gaude.	1150
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Other rights:

The Arecanut is on Basum basis & Cashew on Carr basis with Khushali Vishnu Gaude for Rs. 30/- House owned by Vinayak Baburao Gawade.

109/1(p) H:	Moreshtar Pandurang Mule.	1420
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1. Kushali Babi Gawdho.
T: 2. Krishna Gopal Gawdho.

Other rights:

Arecanut is on Basum basis with:

1. Khushali Vishnu Gaude.
2. Rama Gopal Gaude.
House owned by the owner Khushali Vishnu Gaude is residing in it.

110/1(p) H:	Madeva Balchandra Sinai Candeparkar.	720
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Other rights:

Arecanut Plantation is on barem basis with Cristin Gomes and Joao Gomes Caretaker Custodio Gomes & Joao Gomes.

1	2	3
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House No. E-8 Custodio Gomes as small house occupy House No. E-4 belongs to Maniel Gomes.

110/1-B(p) H:	Mateus Gomes.	550
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111/(p) H:	1. Rajaram Mahadeo Sinai Khandeparkar.	2080
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2. Govind Ramkrishna Sinai Khandeparkar.
3. Vinayak Sinai Khandeparkar.
4. Madhukar Vassudeo Sinai. Khandeparkar.
5. Sudhir Narayan Desai.
6. Vaman Vithal Bhat Gaonkar.
7. Pandharinath Vishwanbar Abhisheki.

Other Rights:

Caretaker: Parushine Dias, Francisco Dias.

Arecanut Plantation is on barni basis with Francisco Dias & Paruchin Dias.

Cashew Plantation is on carr basis for Rs. 24/-.

112/3(p) H:	Vinayak Ghanashyam Khandeparkar.	1600
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Other Rights:

1. House No. E-13 Survey Narayan Gawade.
2. House No. E-15 Keshav Lumo Gawade.
3. House No. E-16 Vasant Gopal Gawade.
4. House No. E-17 Raya Datu Gawade.
5. House No. E-14 Krishna Gopal Gawade.
6. The arecanut trees are on basum basis with Surya Narayan Gawade.

113/1(P) H:	Ravi Ganapat Sinai Kerkar.	1975
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Other Rights:

House belong to Babi Vishnu Gawdho.

Boundaries :

North : S. No. 109/1, 2, 110/1, 1-A, S. No. 111, 112/3, 113.

South : S. No. 109/1, 2, 110/1, 1-B, 111, 112/3, 113.

1	2	3
East : S. No. 108/1.		
West : S. No. 113.		
		Total: 9495

By order and in the name of the Governor of Goa.

Levinson J. Martins, Under Secretary (Revenue-II).

Porvorim, 30th December, 2009.

Notification

No. 23/33/2008-RD

Whereas by Government Notification No. 23/33/2008-RD dated 23-07-2009 published on pages 602 to 608 of Series II No. 20 of the Official Gazette, dated 11-08-2008 and in two local newspapers (1) "Goa Doot" dated 29-07-2008 (2) "Gomantak Times" dated 29-07-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for realignment of S.H.5 Arlem Borim road from Ambora to Borim.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Dy. Collector & S.D.O., Salcete, Margao-Goa, to perform the functions of a Collector, South Goa District, Margao-Goa, for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said the Dy. Collector & S.D.O., Salcete, Margao-Goa, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: Camurlim	
Survey No./ Sub-Div. No.	Names of the interested parties	Approx. area in sq. mts.	
1	2	3	
36 2 part O:	Joao Barreto.	189	
10 part O:	Comunidade of Camurlim.	60	
	T: 1. Felicidade Cardozo.		
	2. Flory D'Souza Adeodade D'Souza.		
9 part O:	Comunidade of Camurlim.	148	
	T: 1. Christiano Cardozo.		
8 Part O:	Teodolina Dias.	345	
7 part O:	Comunidade of Camurlim.	427	
	T: 1. Jose Maria Fernandes.		
	2. Idalina Fernandes.		
6 part O:	Comunidade of Camurlim.	483	
	T: Agostinho Gonsalves.		
5 part O:	Comunidade of Camurlim.	457	
	T: Joao Vaz.		
4 part O:	Comunidade of Camurlim.	480	
	T: Camilo Colaco.		
3 part O:	Comunidade of Camurlim.	1133	
	T: Francisco Palmeiro.		
33 10 part O:	Comunidade of Camurlim.	1740	
	T: Tulsidas Kusta Naik.		
9 part O:	Santana Dias.	208	
8 part O:	Comunidade of Camurlim.	281	
	T: Arceto Joaquim Sebastiao Dias.		
7 part O:	Comunidade of Camurlim.	270	
	T: Joaquim Fernandes.		
6 part O:	Comunidade of Camurlim.	602	
	T: Andre Fernandes.		
32 11 part O:	Comunidade of Camurlim.	379	
	T: Joao Camilo Colaco.		
10 part O:	Comunidade of Camurlim.	1239	
	T: Camilo Joao Colaco.		
7 part O:	Comunidade of Camurlim.	725	
	T: Santana Tavares.		
9 part O:	Comunidade of Camurlim.	5	
54 1 part O:	Comunidade of Camurlim.	522	
	T: 1. Remediana Dias.		
	2. Maria Dias.		
	3. Damiana Dias.		
55 13 part O:	Comunidade of Camurlim.	7	
	T: Calorina Antao.		
14 part O:	Eliza Dias e Cardozo.	24	
15 part O:	Comunidade of Camurlim.	215	
	T: Merciana Cardozo.		
59 6 part O:	Maria Guilhermina Dias.	30	
5 part O:	Comunidade of Camurlim.	50	
	T: Florina Dias.		

1	2	3	1	2	3
4 part O:	Comunidade of Camurlim.	75	10 part O:	Comunidade of Loutulim.	41
T:	Elizabeth Marcelino Dias.		T:	Maria Joaquina Fernandes.	
3 part O:	Comunidade of Camurlim.	40	11 part O:	Comunidade of Loutulim.	36
T:	Sandra Maria Cota e Dias.		T:	Edociana Fernandes.	
2 part O:	Ana Joaquina Dias.	25	12 part O:	Comunidade of Loutulim.	86
58 2 part O:	Comunidade of Camurlim.	249	T:	Annie Fernandes.	
T:	Inacio Santana Antao.		13 part O:	Comunidade of Loutulim.	95
1 part O:	Tidalina Dias.	112	T:	1. Luies Conceisao Gracias.	
61 16 part O:	Comunidade of Loutulim.	36		2. Caitano Francisco Dias.	
T:	Inacio Piedade Fernandes.		14 part O:	Comunidade of Loutulim.	95
17 part O:	Comunidade of Loutulim.	20	T:	Salvacao Carvalho.	
T:	1. Filomena Mascarenhas.		15 part O:	Comunidade of Loutulim.	41
	2. Lourence Dias.		T:	Maria Joaquim Cardoso.	
18 part O:	Comunidade of Loutulim.	36	61 31 part O:	Comunidade of Camurlim.	38
T:	Ismenia Dias.		1 part O:	Comunidade of Camurlim.	75
19 part O:	Comunidade of Loutulim.	37	T:	Cristina Dias.	
T:	Suafina Lobo.		30 part O:	Comunidade of Camurlim.	59
20 part O:	Comunidade of Loutulim.	36	2 part O:	Comunidade of Loutulim.	200
T:	Salvasao Cardozo.		T:	Hiru Govind Naik.	
21 part O:	Comunidade of Loutulim.	33	3 part O:	Comunidade of Loutulim.	39
T:	Elizabeth Marcelino Dias.		T:	Rumaldina Antao.	
22 part O:	Comunidade of Loutulim.	25	4 part O:	Comunidade of Loutulim.	64
T:	Baburai Gaonkar.		T:	Luduvina Antao.	
23 part O:	Comunidade of Loutulim.	24	5 part O:	Comunidade of Loutulim.	95
T:	Aleixinho Bernado Quadros.		T:	Leadrino Antao.	
24 part O:	Comunidade of Loutulim.	25	6 part O:	Comunidade of Loutulim.	93
T:	Dumiana Fernandes.		T:	Luduvina Antao.	
25 part O:	Comunidade of Loutulim.	22	7 part O:	Comunidade of Loutulim.	93
T:	Lino C.C. Dias.		T:	Leadrinha Antao.	
26 part O:	Comunidade of Loutulim.	10	8 part O:	Comunidade of Loutulim.	131
T:	Ana Joaquina Dias.		T:	Joaquim G. Gracias.	
27 part O:	Comunidade of Loutulim.	9	9 part O:	Joao Domingos Adolfa Dias.	132
T:	Filomina Dias.		10 part O:	Comunidade of Loutulim.	102
28 part O:	Comunidade of Loutulim.	8	T:	Smt. Eliza Dias e Cardozo.	
T:	Minguel Caitano Vaz.		11 part O:	Comunidade of Loutulim.	56
29 part O:	Comunidade of Loutulim.	8	T:	1. Diago Caetano Conceicao	
T:	Inacio Maria Cardozo.			Cardozo.	
63 24 part O:	Comunidade of Loutulim.	52		2. Annie Cardozo.	
T:	Inacio Maria Cardozo.		12 part O:	Comunidade of Loutulim.	51
21 part O:	Comunidade of Loutulim.	68	T:	Lutusa Antao.	
T:	1. Maria Augusta.		13 part O:	Comunidade of Loutulim.	70
	2. Rosy Dias.		T:	Mrs. Romaldina Cardoso.	
1 part O:	Comunidade of Loutulim.	80	14 part O:	Comunidade of Loutulim.	50
T:	Lodovina Lobo.		T:	Minguel Caetano Vaz.	
4 part O:	Comunidade of Loutulim.	20	15 part O:	Comunidade of Loutulim.	28
T:	Olga Dias.		T:	Ana Joana Fernandes.	
6 part O:	Comunidade of Loutulim.	74	63 16 part O:	Ana Rita Dias.	46
T:	1. Rosalina Barretto.		17 part O:	Comunidade of Loutulim.	88
	2. Caitano Fernandes.		T:	1. Rufina Monteiro.	
7 part O:	Comunidade of Loutulim.	35		2. Prudencia Antao.	
T:	Joaquim Mariano Dias.		20 part O:	Comunidade of Loutulim.	95
8 part O:	Comunidade of Loutulim.	41	T:	1. Maria Augusta.	
T:	Filomena Rodrigues.			2. Rosy Dias.	
9 part O:	Comunidade of Loutulim.	75	65 1 part O:	Comunidade of Loutulim.	91
T:	Terezinha Lobo.		T:	Antonetta Menezes.	

1	2	3	1	2	3
2 part O:	Comunidade of Loutulim.	47	13 part O:	Comunidade of Loutulim.	525
T:	Jose Antonio Dias.		94 16 part O:	1. Joao Camilo Dias.	15
3 part O:	Comunidade of Loutulim.	43		2. Sebastiao Martinho Dias.	
T:	Devodita Dias.			3. Avelino Dias.	
4 part O:	Comunidade of Loutulim.	87	17 part O:	1. Michael Lazarus Dias.	85
T:	1. Emelina S. Mascarenha.			2. Socorra Mereciana	
	2. Especiosa Dias.			Fernandes e Dias.	
5 part O:	Comunidade of Loutulim.	100	93 3 part O:	Alvin Eugene Dias.	150
T:	Especiosa Dias.		2 part O:	1. Gaspar Anthony Pacheco	29
6 part O:	Comunidade of Loutulim.	53		e Rodrigues.	
T:	Adelaide Carvalho.			2. Thomas Pacheco	
9 part O:	Comunidade of Loutulim.	45		e Rodrigues.	
T:	Florina Mascarenhas.		5 part O:	Comunidade of Camurlim.	20
11 part O:	Comunidade of Loutulim.	45	6 part O:	Laurenco Vaz.	97
T:	Salvacao Carvalho.		7 part O:	1. MS. Kuvelkar & Bros.	156
13 part O:	Comunidade of Loutulim.	48		2. P. M. Kuvelkar Bros.	
T:	Ana Joaquina Dias.			3. P. R. Kuvelkar.	
15 part O:	Comunidade of Loutulim.	48		4. A. S. Kuvelkar.	
T:	Maria Filip D'Souza.			5. E. S. Kuvelkar.	
17 part O:	Comunidade of Loutulim.	50		6. R. S. Kuvelkar.	
T:	Albertina Lobo.			7. Yashawant S. Kuvelkar.	
19 part O:	Comunidade of Loutulim.	52	8 part O:	M. G. Kuvelkar.	220
T:	Philomena Lucy		9 part O:	Prakash Joro Fernandes.	27
	Mascarenhas.		10 part O:	1. Joao Inacio D'Costa.	23
21 part O:	Comunidade of Loutulim.	48		2. Joaquim Santan D'Costa.	
T:	Marry Cardozo.			3. Caetano Francisco D'Costa.	
23 part O:	Comunidade of Loutulim.	107		4. Estefanio D'Costa.	
T:	Maria Adelaide Dias.		83 1 part O:	1. Caetano Abants Cardozo.	309
24 part O:	Comunidade of Loutulim.	95		2. Gonsalo Luis.	
T:	Torrazinho Vaz.			3. Constancio Xavier	
25 part O:	Comunidade of Loutulim.	106		Fernandes.	
T:	Joaquim Antonio Almeida.			4. Piedade Fernandes.	
26 part O:	Comunidade of Loutulim.	107		5. Jose Inacio Dias.	
T:	Maria Adelaide Dias.			6. Jeromie Dias.	
27 part O:	Comunidade of Loutulim.	87		7. Conception Muchael	
T:	Smt. Rosa Dias.			Pinteiro.	
28 part O:	Comunidade of Loutulim.	44		8. Vishwas Vishwanath	
T:	Rusada Antao.			Lotlikar.	
66 1 part O:	Comunidade of Loutulim.	44		9. Andre Pascoal Pedro Dias.	
T:	1. Albertina Lobo.			10. Lourenca Fernandes e	
	2. Jeronimo Fernandes.			Rodrigues alias Lourenca	
4 part O:	Comunidade of Loutulim.	52		Rodrigues.	
T:	Vishnu Tilu Naik.			11. Jose Maria Rodrigues alias	
6 part O:	Comunidade of Loutulim.	37		Jose Rodrigues.	
T:	Filomena Rodrigues.			<i>Other rights:</i>	
8 part O:	Cupertina Pereira.	127		B. Jose Cuadros.	
T:	Pandurang Putu Naik.			C. Roque Colaco.	
9 part O:	Cupertina Pereira.	51		E&F. Inacio Quadros.	
	Bika Manguesh Naik.			G. Pedro Luis Cardozo.	
10 part O:	Comunidade of Loutulim.	10		G. Cowshed D. Inacio	
T:	Vincente Furtado.			Quadros.	
11 part O:	Comunidade of Loutulim.	10		Concaicao Fernandes and	
T:	Joaquina Abreu.			Simao Quadros.	
12 part O:	Comunidade of Loutulim.	230		House A. Quiteria Crasto.	
T:	Joaquim Antonio Almeida.				

1	2	3	1	2	3
83	3 part O: 1. Joseph Crasto. 2. Government of Goa. 3. Ana Joaquina Dourado E. Fernandes. 4. Maria Synthia Menezes E. Fernandes. 5. Sylen Aurelia Cleophie Fernandes. 6. Joao Paulo Fernandes alias John Paul Fernandes. 7. Constancio Assiz Fernandes. 8. Olga Fernandes. 9. Gasper Cleto Fernandes. 10. Roque Santan Fernandes alias Marsel Fernandes.	205		2. Querina A. M. M. Lobo alias Magdalena Lobo.	
			<i>Taluka: Salcete</i>	<i>Village: Loutulim</i>	
			518 14 part O: Roberto Barretto.		240
			15 part O: Comunidade of Loutulim.		30
			T: Joao Xavier Coelho.		
			13 part O: Comunidade of Loutulim.		141
			T: Josico Monterio.		
			12 part O: Comunidade of Loutulim.		312
			T: Cusidio Francisco Mendes.		
			11 part O: Comunidade of Loutulim.		162
			T: Sebastia Leitao.		
			10 part O: Comunidade of Loutulim.		162
			T: Josico Monteiro.		
81	15 part O: 1. Aleluia Fernandes. 1/3 2. Caetano Fernandes. 1/3 3. Patricio Fernandes. 1/3 4. Jose Filipe Fernandes. 5. Manuel Xavier Fernandes. 6. Miguel Fernandes.	70	9 part O: Comunidade of Loutulim.		201
			T: Pedro Santan Leitao.		
			7 part O: Comunidade of Loutulim.		100
			T: Caetano Gonsalves.		
			6 part O: Comunidade of Loutulim.		95
			T: Nikela Gonsalves.		
	18 part O: Sebastiao F. Dias.	46	5 part O: 1. Faustino Dias.		60
91	6 part O: 1. Lucio Barretto. 2. Olvaro Barretto. 3. Roberto Barretto. 4. Fernando Barretto. 5. Jose Filipe Barretto. 6. Orlando Barretto. 7. Leo Braganca.	30		2. Francis Dias. 3. Salvador Dias. 4. Antonio Dias. 5. Joseph Dias.	
			4 part O: Josico Monterio.		30
			3 part O: Silvestre Mendes.		35
			2 part O: Comunidade of Loutulim.		95
			T: Sebastiao Dias.		
6-A	part O: 1. Pedro Pascoal Rodrigues. 2. Ana Rosy Rodrigues.	28	1 part O: Comunidade of Loutulim.		145
			T: Santano Leitao.		
	7 part O: Mr. Nino Ignatius Rodrigues.	45	519 12 part O: Comunidade of Loutulim.		325
88	6 O: Comunidade of Camurlim.	225	T: Felicidade Mendes.		
87	1-B Ana Caetano Cardozo e Barretto.	8	11 part O: Comunidade of Loutulim.		123
	1-C Hazel Lucia Dias e Gabrial.	30	T: Aurola Fernandes.		
	1-D Sheryl Jane Dias e Menezes.	115	10 part O: Comunidade of Loutulim.		150
			T: Sebastiao Leitao.		
79	6 part O: Franky Monteiro.	131	9 part O: Comunidade of Loutulim.		189
	13 part O: 1. Luiza Furtado. 2. Jacob Rodrigues.	17	T: Kushali Rama Naik.		
			8 part O: Comunidade of Loutulim.		238
			T: Inacio Fernandes.		
	23 part O: 1. Marta Cristalina de Souza. 2. Longinus Martin Fernandes. 3. Aiwa Perpetual Fernandes. 4. Selina Elsa D'Costa e Fernandes. 5. Suzan Esmeralda Fernandes. 6. Melvin Louis Fernandes.	43	7 part O: Comunidade of Loutulim.		25
			T: Manuel Dias one		
			6 part O: Comunidade of Loutulim.		75
			T: Francisco Fernandes.		
			5 part O: Comunidade of Loutulim.		105
			T: Milagres Vaz.		
86	1 part O: 1. Parxao Santan Antao. 2. Joaquim Antao.	7	4 part O: Comunidade of Loutulim.		200
			T: Remiza Fernandes.		
	2 part O: 1. Visvanat Poi Palondicar. 2. Roque Pereira.	86	3 part O: Comunidade of Loutulim.		240
			T: Josepha Finheiro.		
90	7 part O: 1. Furtunato M. F. H. Lobo alias Furtunato Lobo.	27	2 part O: Comunidade of Loutulim.		240
			T: Rosada Fernandes.		

1	2	3	1	2	3
520	1 part O: Public Path.	24	14	part O: Comunidade of Loutulim.	168
	2 part O: 1. Norberto Barretto.	384		T: Inacio Fernandes.	
	2. Bernardo Dias.		13	part O: Comunidade of Loutulim.	390
	3. Maria Rosada Mendes.			T: Manuel Fernandes.	
	4. Piedade Gonsalves.		12	part O: Comunidade of Loutulim.	269
	5. Valeriano Gonsalves.			T: Jose Fernandes.	
	6. Katarina Fernandes e		11	part O: Comunidade of Loutulim.	320
	Dias alias Catarina Gosme			T: Sebastiao Fernandes.	
	Dias alias Catarina Dias.		19	part O: Lapoldina Faria.	24
	7. Feliciano Gonsalves.		15	part O: Comunidade of Loutulim.	434
	8. Gabriel Fernandes.			T: 1. Inacio Fernandes.	
524	1 part O: 1. Jose Aluisio Basco G. Faria.	303		2. Pedro Santano Coelho.	
	2. Antoneta Fernandes.		<i>Taluka: Salcete</i>		<i>Village: Raia</i>
	3. Victor Maria D'Mello.		6	1 part O: 1. Joao Barboza.	275
	4. Maria Caetana D'Mello.			2. Anselmo Do Menino.	
	5. Constantino Fernandes.			Jesus Coelho.	
	6. Santana Fernandes.		2	part O: 1. Francisco Dias.	156
	7. Quiteria Fernandes.			2. Abel Dias.	
	8. Maxy Maurica D'Mello.			3. Olivia Dias.	
	9. Maxy Maurica D'Mello.		274	3 part O: Goa Bottling Co. Pvt. Ltd.	185
	10. Ana Maria Milagrina		4	part O: 1. Antonio Colaco.	31
	D'Mello alias Ara Maria			2. Alex Colaco.	
	Milagrina Rodrigues.			3. Goa Bottling Co. Pvt. Ltd.	
	11. Estevao Gonsalves.		275	3 part O: 1. Maria Montures.	590
	12. Alfrado Camilo Ambrosia			2. Ex. Engineer, WD-IX (WRD),	
	Jaime Fernandes alias			Government of Goa.	
	Alfred Fernandes.			T: Piedade Dias.	
	13. Felix Gonsalves.		7	part O: 1. Maria Montures.	23
T:	Estevan Gonsalves.			2. Ex. Engineer, WD-IX (WRD),	
				Government of Goa.	
	<i>Other rights:</i>		1	part T: Piedade Dias.	
	House of			O: 1. Comunidade of Raia.	
	i. Quistodio Mendes.			2. Ex. Engineer WD-IX (WRD),	
	ii. Sebastiao Fernandes.			Government of Goa.	
	iii. Luiz Maria Finhairo.		<i>Taluka: Salcete</i>		<i>City: Margao</i>
	iv. Sebastiao D'Mello.		<i>P. T. S. No./Chalta No.</i>		
	v. Perpita Fernandes.		10	18 part O: Novidade Dias.	
	vi. Antonio Rodrigues.			2 part O: Constantino Silva.	
	vii. Cowshed self.		15	part O: Comunidade.	
	viii. Angelica Fernandes.		12	part O: Comunidade.	
	ix. Joao Piedade Fernandes.		11	part O: 1. Sayed Khudbodin.	
	x. Inacio Fernandes.			2. Mannodin Said.	
	xi. Caetano Gonsalves.			3. Sherfundin.	
	xii. Caetano Gonsalves.			4. Sayed Mahaboodi.	
	xiii. Self.			5. Abdul Razar.	
	xiv. Maria e Gonsalves.			6. Syed Baba Fakrudin.	
	Agostinho Gonsalves.			7. Shaikh Nazima.	
504	17 part O: 1. Comunidade of Loutulim.	695		8. Hassena Bi Talkoti.	
	2. Lapoldina Faria.		13	part O: Shri Shaik Mohidin	
	T: Jose Dias.			Shaik Dawood.	
	16 part O: 1. Comunidade of Loutulim.	973	27	3/20 part O: Mrs. Liberta D'Souza	
	2. Lapoldina Faria.			3/35 part O: Mrs. Idalina Dias.	
	T: Ana Maria D'Mello				

1	2	3	1	2	3
3/36 part O:	Mr. Orlando Dias.		North :	Road.	
3/19 part O:	Dr. Ceasar Monteiro.		South :	S. No. 274/4.	
	<i>Boundaries :</i>		East :	S. No. 274/3, 4.	
Camurlim:			West :	Nala.	
North:	S. No. 36/2, 6, 5, 4, 3, 33/5, 4, 3-B, 3-A, 3, 2, 1-A, 1, S. No. 32/5, 7, 4, 2, S. No. 61/31, 1, 30, 2, 3, 4, 5, 6, Village Loutulim.		North :	S. No. 275/3, 7, 1.	
South:	Nala, S. No. 61/6, 5, 4, 3, 2, 30, 1, 31, S. No. 36/8, 9, 10, 7, 6, 5, 4, 3, 11, Nala, S. No. 33/10, 9, 8, 7, 6, S. No. 32/11, 10, 7.		South :	Road, Nala.	
East :	Village Loutulim, S. No. 36/11, 10, S. No. 32/8, Nala, S. No. 54/1, S. No. 56/1, 58/1, 2, 61/31, 1, 30, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, S. No. 63/24, 21, 1, 4, 6 to 16, 17 to 20, 65/1 to 6, 9, 11, 13, 15, 17, 19, 21, 23 to 28, S. No. 66/1, 4, 6, 8, 9 to 12.		East :	S. No. 275/7, 7.	
West :	Road, S. No. 61/7 to 29, S. No. 58/31, 1, 30, 2, 3, 4, 13, S. No. 58/1, 2, 54/13, 32/7.		West :	Nala, S. No. 275/3.	
Loutolim :			Margao :		
North :	Nala.		North :	Chalta No. 18, 2 of P.T.S. 10.	
South :	Village Boundary Camurlim.		South :	Road.	
East :	S. No. 518/16, 15, 13, 12, 11, 10, Nala, 519/12, 11, 10, 9, 8.		East :	Village Boundary Raia.	
West :	Road, S. No. 519/1, 518/14, 8.		West :	Road.	
Loutolim :			North :	P.T.S. 10, Chalta No. 11, 13.	
North :	Road, S. No. 524.		South :	Road.	
South :	S. No. 520/2.		East :	Road.	
East :	Road, S. No. 520/1, 2, S. No. 524.		West :	P.T.S. 10/14.	
West :	S. No. 524, 520/1, 2.		North :	P.T.S. 27, Chalta No. 3/20, Village Raia.	
North :	S. No. 504/15, 10.		South :	P.T.S. 27/3/35, 3/36, 3/19, 3/20.	
South :	Nala.		East :	P.T.S. 27, Chalta No. 3/20, Village Raia.	
East :	S. No. 504/11, 12, 13, 14, 15, 16, 17.		West :	P.T.S. 27/3/35, 27/3, 20.	
West :	Road.				
Raia :					
North :	S. No. 6/1.				
South :	S. No. 6/3.				
East :	S. No. 6/1, 6/2.				
West :	6/1, 6/2.				

Grand Total: 28,554

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue).

Porvorim, 1st January, 2010.

Notification

No. 23/49/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. L. A. for construction of road from Candolim-Pilerne road to Peter Rodrigues house at Pinto's vaddo in Village Candolim of Bardez Taluka.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with

any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa to perform the functions of a Collector, North Goa District, Panaji-Goa under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.
2. The Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa.
3. The Executive Engineer, Works Division XIII (R) PWD, Mapusa-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Land Acquisition Officer, PWD(Cell), Altinho, Panaji-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Bardez

Village: Candolim

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
199/9 (part)	O: 1. Francisco Pinto. O: 2. Ursula Pinto.	785.00

1	2	3
	O: 3. Ricardo Joseph D'Souza. O: 4. Lalit Gunwantraj Singhvi. O: 5. Anup Kudchadkar. O: 6. Nandgopal Kudchadkar. O: 7. Adosina Braganza. O: 8. Esperanca Fernandes. O: 9. Magdalena Silva. O: 10. Inacina Pinto.	
199/14 (part)	O: 1. Jose Anton Pinto. O: 2. Catarina Fernandes. O: 3. Alexino Fernandes. O: 4. Joaquim Rosairo Fernandes. O: 5. Magdalena Fernandes.	495.00
<i>Boundaries :</i>		
North : S. No. 199/4, 9-A.		
South : Road.		
East : S. No. 199/10, 11, 9, 9-B, 14.		
West : S. No. 199/9-A, 9, 14.		
		Total: 1280.00

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 11th January, 2010.



Department of Town & Country Planning

Order

Ref. No. 1/6/Tcp/Macps/Group A/09/4491

Sub: Modified Assured Career Progression Scheme (MACPS) Grant of financial up gradation to Group 'A' post isolated or not on completion of 10/20/30 years of continuous regular service w.e.f. 1-8-2008.

Reference: Circular No. 1/1/82-PER (Part VI) dated 6-8-2009 read with OM No. 35034/3/2008-Estt.(D) dated 19-5-2009.

The Cadre Controlling Authority is pleased to constitute a Screening Committee-1 as per the provisions of the Modified Assured Career Progression Scheme (MACPS) to consider the cases of Senior Group A post whether isolated or not in the Town and Country Planning Department maturing upto 30th June, 2009 for grant of benefits under the Modified Assured Career Progression Scheme (MACPS).

The members of the Screening Committee -1 shall be as follows:

1. The Chief Secretary ... Chairperson.
2. Secretary (T&CP) ... Member.
3. Secretary (Personnel) ... Member.

The Screening Committee-1 shall consider the cases of Senior Group A post and the recommend the cases for grant of benefits under the Modified Assured Career Progression Scheme (MACPS) to the Competent Authority for approval.

By order and in the name of the Governor of Goa.

Morad Ahmad, Chief Town Planner & ex officio Joint Secretary.

Panaji, 29th December, 2009.

Order

Ref. No. 1/6/Tcp/Macps/Group A/09/4492

Sub: Modified Assured Career Progression Scheme (MACPS) Grant of financial up gradation to Group 'A' post isolated or not on completion of 10/20/30 years of continuous regular service w.e.f. 1-8-2008.

Reference: Circular No. 1/1/82-PER (Part VI) dated 6-8-2009 read with OM No. 35034/3/2008-Estt.(D) dated 19-5-2009.

The Cadre Controlling Authority is pleased to constitute a Screening Committee-2 as per the provisions of the Modified Assured Career Progression Scheme (MACPS) to consider the cases of Junior Group A post whether isolated or not in the Town and Country Planning Department maturing upto 30th June, 2009 for grant of benefits under the Modified Assured Career Progression Scheme (MACPS).

The members of the Screening Committee -2 shall be as follows:

1. The Chief Town Planner ... Chairperson.
2. The Senior Town Planner (HQ) ... Member.
3. The Senior Town Planner (North) ... Member.

The Screening Committee-2 shall consider the cases of Junior Group A post and the recommend the cases for grant of benefits under the Modified Assured Career Progression Scheme (MACPS) to the Secretary (TCP) for approval.

By order and in the name of the Governor of Goa.

Morad Ahmad, Chief Town Planner & ex officio Joint Secretary.

Panaji, 29th December, 2009.